

भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 25] नई दिल्ली, जून 14—जून 20, 2009, शनिवार/ज्येष्ठ 24—ज्येष्ठ 30, 1931
No. 25] NEW DELHI, JUNE 14—JUNE 20, 2009, SATURDAY/JYAISTHA 24—JYAISTHA 30, 1931

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 9 जून, 2009

का.आ. 1700.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, असम सरकार, राजनैतिक (ए) विभाग, दिसपुर की दिनांक 21 अप्रैल, 2009 की अधिसूचना सं. पी.एल.ए. 633/2008/89 द्वारा प्राप्त सहमति से पुलिस स्टेशन धींग, जिला-नागांव (असम) में पंजीकृत भा.दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 120-बी तथा 153-ए तथा सूचना प्रौद्योगिकी अधिनियम, 2000 (2000 का अधिनियम सं. 21) की धारा 74 के तहत केस सं. 138/08 जो कि उपर्युक्त अपराध के संबंध में प्रयास, दुष्प्रेरणों तथा षड्यंत्रों और उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किन्हीं अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण असम-राज्य पर करती है।

[सं. 228/23/2009-ए वी डी-II]

मनीषा सक्सेना, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 9th June, 2009

S.O.1700.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Assam, Political (A) Department, Dispur vide Notification No. PLA. 633/2008/89 dated 21st April, 2009, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for investigation of Case No. 138/08 under Sections 120-B and 153-A of the Indian Penal Code, 1860 (Act No. 45 of 1860) and Section 74 of the Information Technology Act, 2000 (Act No. 21 of 2000) registered at Police Station Dhing, District Nagoan (Assam) and attempts, abetments and conspiracies in relation to or in connection with the offence mentioned above and any other offence or offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/23/2009-AVD-III]

MANISHA SAXENA, Dy. Secy.

नई दिल्ली, 10 जून, 2009

का.आ.1701.—केन्द्रीय सरकार एतद्द्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, महाराष्ट्र राज्य सरकार, मंत्रालय, मुम्बई की अधिसूचना संख्या सी II-0609/सीआर-94/पोल 12 दिनांक 03-06-2009 द्वारा प्राप्त महाराष्ट्र राज्य सरकार की सहमति से राजस्व आसूचना निदेशालय, मुम्बई द्वारा दिनांक 02-02-2009 को खलील मोहम्मद एवं मोहम्मद शब्बीर के कब्जे से मोहम्मद राशिद कुंजू के प्रेरणा से काठमांडू से मुम्बई में परिचालन हेतु 19,79,500/- रुपये के जाली भारतीय मुद्रा नोट जब्त किए गए मामले के अन्वेषण ब्यूरो और इनके विरुद्ध केन्द्रीय अन्वेषण, नई दिल्ली में भारतीय दंड संहिता के अंतर्गत कानूनी कार्रवाई के लिए प्राप्त राजस्व आसूचना निदेशालय, मुम्बई की शिकायत संख्या डीआरआई/एमजेडयू/सी/आईएनवी-24/2008-09/1783 दिनांक 04-03-2009 के तहत भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 489-बी, 489-सी संपठित 120-बी के अधीन उपरोक्त अपराधों से संबंधित उनकी धोखाधड़ी और किसी अन्य लोकसेवक या व्यक्ति तथा उपर्युक्त अपराधों से संबंधित अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध अथवा अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण महाराष्ट्र राज्य पर करती है।

[सं. 228/26/2009-ए वी डी-II]

मनीषा सक्सेना, उप सचिव

New Delhi, the 10th June, 2009

S.O.1701.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Maharashtra, Mantralaya, Mumbai vide Notification No. CII-0609/CR-94/Pol 12 dated 3-6-2009, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Maharashtra for investigation of case relating to seizure of Fake Indian Currency Notes of Rs. 19,79,500/- effected on 2-2-2009 by the Directorate of Revenue Intelligence, Mumbai from the possession of Khalil Mohammad and Mohammad Shabbir smuggled at the instance of Mohammad Rashid Kunju from Kathmandu for circulation in Mumbai, against whom Central Bureau of Investigation, New Delhi received complaint for initiating legal action under Indian Penal Code from the Directorate of Revenue Intelligence, Mumbai vide complaint No. DR1/MZU/C/INV-24/2008-09/1783 dated 04-03-2009, for their fraudulent acts and any other public servants or persons, in relation to said offences under Sections 489-B, 489-CC r/w 120-B of the Indian Penal Code, 1860 (Act No. 45 of 1860) and any other offences committed in the course of the same transaction or emerging out of

the same fact or facts in relation to aforesaid seizure.

[No. 228/26/2009-AVD-II]

MANISHA SAXENA, Dy. Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 17 जून, 2009

का.आ.1702.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, संलग्न अनुबंध में उल्लिखित निम्नलिखित बैंकों की सूचीबद्ध शाखाओं/कार्यालयों को, जिनके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

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[फा.सं. 11016/1/2009-हिन्दी]

रामेशबाबू अणियेरी, संयुक्त निदेशक (राजभाषा)

सिंडिकेट बैंक

1. सिंडिकेट बैंक, अमीनगढ़ शाखा, पुलिस स्टेशन के सामने, अमीनगढ़, तालुक : हुनगुंड, जिला : बागलकोट, राज्य: कर्नाटक, पिन: 587112
2. सिंडिकेट बैंक, बादामी शाखा, होटल राजसंगम इन्टरनेशनल बिल्डिंग, केएसआरटीसी बस स्टैंड के सामने, मेन रोड, बादामी, जिला: बागलकोट, राज्य: कर्नाटक, पिन: 587201
3. सिंडिकेट बैंक, बागलकोट शाखा, कलादगी रोड, कोर्ट के सामने, बागलकोट, जिला: बागलकोट, राज्य: कर्नाटक, पिन: 587101
4. सिंडिकेट बैंक, बसवकल्याण शाखा, पहला तल, बसव मैन्शन, मेन रोड, बसवकल्याण, जिला: बीदर, राज्य: कर्नाटक, पिन: 585327

5. सिंडिकेट बैंक, बीदर एयर फोर्स स्टेशन शाखा,
एलिमेन्टरी फ्लाईंग स्कूल, एयर फोर्स स्टेशन, बीदर,
जिला:बीदर, राज्य: कर्नाटक, पिन: 585 401
6. सिंडिकेट बैंक, बसवेध्रवर रोड शाखा,
सर्राफ बाजार, गांधी चौक, बिजापुर,
जिला: बिजापुर, राज्य: कर्नाटक,
पिन: 586 101
7. सिंडिकेट बैंक, बिज्जरगी शाखा, बुद्धनगर, बिज्जरगी,
जिला: बिजापुर, राज्य: कर्नाटक, पिन: 586 114
8. सिंडिकेट बैंक, चंडकापुर शाखा, हंदराले बिल्डिंग,
मेन रोड, एन.एच. 9, चंडकापुर, जिला: बीदर,
राज्य: कर्नाटक, पिन: 585 419
9. सिंडिकेट बैंक, देवर हिप्परगी शाखा, एस.वी. देशपाण्डे
बिल्डिंग, बस स्टैंड के सामने, देवर हिप्परगी,
तालुक: सिंदगी, जिला: बिजापुर,
राज्य: कर्नाटक, पिन: 586 115
10. सिंडिकेट बैंक, गोलसंगी शाखा,
एम.ए. दलनाइ बिल्डिंग,
बस स्टैंड के सामने, गोलसंगी,
तालुक: बसवन बागेवाडी,
जिला: बिजापुर, राज्य: कर्नाटक,
पिन: 586 231
11. सिंडिकेट बैंक, गुलबर्गा दरगाह शाखा,
दर्गा हजरत खाजा, बंदानवाज,
खाजाबाजार, गुलबर्गा,
जिला: गुलबर्गा, राज्य: कर्नाटक,
पिन: 585 104
12. सिंडिकेट बैंक, गुलबर्गा फोर्ट रोड शाखा,
प्लॉट सं. 88/90 पहला तल, खुबा कांप्लेक्स
सुपर मार्केट गुलबर्गा, जिला: गुलबर्गा
राज्य : कर्नाटक, पिन: 585 101
13. सिंडिकेट बैंक गुलबर्गा एम.आर.मेडिकल कॉलेज शाखा,
सं. 178/19, आरटीओ क्रॉस, बडेपुर सेडेम रोड गुलबर्गा
जिला: गुलबर्गा राज्य: कर्नाटक,
पिन: 585 105
14. सिंडिकेट बैंक, गुलबर्गा स्टेशन बाजार शाखा,
तिम्मापुरी चौक स्टेशन बाजार गुलबर्गा,
जिला: गुलबर्गा, राज्य: कर्नाटक,
पिन: 585 102
15. सिंडिकेट बैंक, गुलबर्गा एम एस के मिल्स शाखा,
वैष्णवी एम एस के मिल रोड, शांतिनगर गुलबर्गा,
जिला: गुलबर्गा, राज्य: कर्नाटक,
पिन: 585 103
16. सिंडिकेट बैंक, गुलेदगुड शाखा, बिल्डिंग सं. 2179
कुम्बारा स्ट्रीट, वार्ड सं. 3, गुलेदगुड
जिला : बागलकोट, राज्य : कर्नाटक,
पिन: 587 203
17. सिंडिकेट बैंक, हूविन हिप्परगी शाखा,
प्लॉट सं. 949, कॉलेज रोड,
हूविन हिप्परगी, तालुक: बसवना बागेवाडी,
जिला: बिजापुर, राज्य: कर्नाटक,
पिन: 586 208
18. सिंडिकेट बैंक, होटी शाखा, एन.एस. खेड बिल्डिंग,
शोलापुर रोड, होटी, तालुक: इंडी, जिला: बिजापुर,
राज्य : कर्नाटक, पिन: 586 117
19. सिंडिकेट बैंक, हुनगुंद शाखा,
नगराल बिल्डिंग, बागलकोट रोड,
हुनगुंद, जिला: बागलकोट,
राज्य: कर्नाटक, पिन: 587 118
20. सिंडिकेट बैंक, इलकल शाखा, श्री विजय महन्त मठ
बिल्डिंग, पोस्ट बाक्स सं. 5, कांति सर्कल,
इलकल, जिला: बागलकोट,
राज्य: कर्नाटक, पिन: 587 125
21. सिंडिकेट बैंक, केरूर शाखा,
1/452, श्री मारुति कृपा, मेन रोड,
केरूर, जिला: बागलकोट,
राज्य: कर्नाटक, पिन: 587 206
22. सिंडिकेट बैंक, कोरवार शाखा, लक्ष्मी
सरस्वती निवास, मेन रोड, कोरवारय,
जिला: बिजापुर, राज्य: कर्नाटक,
पिन: 586 120
23. सिंडिकेट बैंक, लच्याण शाखा,
लच्याण, जिला: बिजापुर,
राज्य: कर्नाटक, पिन: 586 211
24. सिंडिकेट बैंक, मुददेबिहाल शाखा, 218, बी.वी. रेशमी
बिल्डिंग, अलमट्टी रोड, मुददेबिहाल,
जिला: बिजापुर, राज्य: कर्नाटक,
पिन: 586 212
25. सिंडिकेट बैंक, मुधोल शाखा, गेविन्दपुर गल्ली, मुधोल,
जिला: बागलकोट, राज्य: कर्नाटक
पिन: 587 313
26. सिंडिकेट बैंक, नलतवाड़ शाखा, एस.बी. इलकल
बिल्डिंग, बस स्टैंड के पास, नलतवाड़,
जिला: बिजापुर, राज्य: कर्नाटक,
पिन: 586 124
27. सिंडिकेट बैंक, शिरूर शाखा, वेंकटेश निलय
पाटील्स बिल्डिंग, शिरूर,
जिला: बागलकोट, राज्य: कर्नाटक,
पिन: 587 132
28. सिंडिकेट बैंक, तालीकोटे शाखा,
म्युनिसिपैलिटी बिल्डिंग, बस स्टैंड
रोड, तालीकोटे, तालुक: मुददेबिहाल,
जिला: बिजापुर, राज्य: कर्नाटक,
पिन: 586 214

29. सिंडिकेट बैंक, तेरदाल शाखा, शिव निलय, गथाई बिल्डिंग, पुराने पुलिस स्टेशन के पास, जिला: बागलकोट, राज्य: कर्नाटक, पिन-587315
30. सिंडिकेट बैंक, यादगिरी शाखा, श्री हरी देश पाण्डे बिल्डिंग, 3-7-45 काजगरवाडी, यादगिरी, जिला: गुलबर्गा, राज्य: कर्नाटक, पिन-585201
31. सिंडिकेट बैंक, यलगूर शाखा, ग्राम पंचायत बिल्डिंग, यलगूर, तालुक: मुददेबिहाल, जिला: बागलकोट, राज्य: कर्नाटक, पिन-586213
32. सिंडिकेट बैंक, यद्रामी शाखा, जी. एस. तालिकोटीस बिल्डिंग, सिंदगी रोड, यद्रामी, जिला: गुलबर्गा, राज्य: कर्नाटक, पिन-585325
33. सिंडिकेट बैंक, अग्रणी जिला कार्यालय, सुल्तान मैन्शन, दूसरा तल, एम. बी-45, के.सी. मार्केट रोड, बिजापुर, जिला: बिजापुर, राज्य: कर्नाटक, पिन-586 101
34. सिंडिकेट बैंक, अग्रणी जिला कार्यालय, सिंडिकेट बैंक बिल्डिंग, पहला तल, कलादगी रोड, बागलकोट, जिला: बागलकोट, राज्य: कर्नाटक, पिन-587 101
35. सिंडिकेट बैंक, भिवाडी शाखा, दुकान सं. 3-4, हरिराम पैलेस, मेन रोड, भिवाडी, जिला: अलवर, राज्य: राजस्थान, पिन-301019
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37. सिंडिकेट बैंक, दौसा शाखा, डाक बंगला के सामने, आगरा रोड, जिला: दौसा, राज्य: राजस्थान, पिन-303 303
38. सिंडिकेट बैंक, विदिशा शाखा, जी साहेब शापिंग सेन्टर, स्वर्णकार कालोनी, विदिशा, जिला: विदिशा, राज्य: मध्य प्रदेश, पिन-464 001
39. सिंडिकेट बैंक, खजराना शाखा, 113, ममता कालोनी, चौराहा, मेन रोड, खजराना, जिला: इंदौर, राज्य: मध्य प्रदेश, पिन-452 001
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42. सिंडिकेट बैंक, केन्द्रीय लेखा कार्यालय, जीवन प्रकाश बिल्डिंग, प्रथम तल, 25, कस्तूरबा गांधी मार्ग, नई दिल्ली, जिला: दिल्ली, राज्य: दिल्ली, पिन-110 001
43. सिंडिकेट बैंक, दिल्ली इंटरनेशनल बिजनेस ब्रांच, एफ-40, कर्नाट सर्कस, नई दिल्ली, जिला: दिल्ली, राज्य: दिल्ली, पिन-110 001
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48. सिंडिकेट बैंक, दिल्ली आवास वित्त शाखा, I व Iए, द्वितीय तल, ओल्ड राजेन्द्र नगर मार्केट, नई दिल्ली, जिला: दिल्ली, राज्य: दिल्ली, पिन-110 060
49. सिंडिकेट बैंक, दिल्ली ए जी आई भवन शाखा, ए जी आई भवन, राव तुला राम मार्ग, नई दिल्ली, जिला: दिल्ली, राज्य: दिल्ली, पिन-110 057
50. सिंडिकेट बैंक, दिल्ली हरि नगर शाखा, डीटीसी डिपो हरि नगर, जेल रोड, नई दिल्ली, जिला: दिल्ली, राज्य: दिल्ली, पिन-110 064

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52. सिंडिकेट बैंक, दिल्ली सीबीएसई, पटपड़गंज शाखा,
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53. सिंडिकेट बैंक, दिल्ली पीतम पुरा शाखा, अग्रवाल चैम्बर्स,
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54. सिंडिकेट बैंक, इटावा शाखा, 762, हर्ष नगर,
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55. भारतीय रिजर्व बैंक, पंडित जवाहरलाल
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56. अडयार
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57. अण्णानगर
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58. आवडी
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59. बेसन्त नगर
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60. चेन्नै एस्प्लेनेड
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61. चेटपट
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62. मोब्रेस रोड
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63. मेडवाक्कम
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64. मैलापूर
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65. पुरसवाक्कम
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66. सैदापेट
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67. सालिग्रामम
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68. सौकारपेट
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69. वेलच्चेरी
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70. ट्रिप्लिकेन
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71. वाशरमेनपेट
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73. पम्पल
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74. सत्यमूर्ति नगर
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75. सेन्दिल नगर
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76. मोगम्पेर
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77. नीलंगरै
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78. कोल्कट्टलै
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79. आन्ध्रा बैंक, मास्टर्स जूनियर कालेज परिसर,
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कलेक्टर रोड शाखा,
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80. आन्ध्रा बैंक, मंडल राजस्व कार्यालय रोड,
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81. आन्ध्रा बैंक,
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82. आन्ध्रा बैंक,
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84. आन्ध्रा बैंक,
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बृंदावन पोस्ट बाक्स नं. 22,
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88. कार्पोरेशन बैंक,
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89. कार्पोरेशन बैंक,
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90. कार्पोरेशन बैंक,
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91. कार्पोरेशन बैंक, पेदपुलिवरु शाखा,
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93. कार्पोरेशन बैंक,
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94. कार्पोरेशन बैंक,
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95. कार्पोरेशन बैंक, कंकटपालेम शाखा,
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96. कार्पोरेशन बैंक, दुल्ला शाखा,
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97. कार्पोरेशन बैंक, ओंगोल शाखा,
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98. कार्पोरेशन बैंक, दामरामडुगु शाखा,
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99. कार्पोरेशन बैंक, गंडेपल्ली शाखा,
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100. कार्पोरेशन बैंक, तोंडंगी शाखा,
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101. कार्पोरेशन बैंक, अराट्लकट्टा शाखा,
डोर नं. 6/93, प्रथम तल,
करप्पा मंडल, अराट्लकट्टा-533 016,
करप्पा तालुक, पूर्व गोदावरी जिला,
आंध्र प्रदेश
102. कार्पोरेशन बैंक, नगरम् शाखा,
2-33, मेन रोड, नगरम्-533 247,
राजोल तालुक, पूर्व जिला,
आंध्र प्रदेश
103. कार्पोरेशन बैंक, पी. रायवरम शाखा,
1/74, मेन रोड, पी. रायवरम-533 445,
बरास्ता गोल्लप्रोलु, पेदपुरम तालुक,
पूर्व गोदावरी जिला,
आंध्र प्रदेश
104. कार्पोरेशन बैंक, मल्लावरम शाखा,
डोर नं. 1/65, मेन रोड, मल्लावरम-533 285,
गोकावरम तालुक, पूर्व गोदावरी जिला,
आंध्र प्रदेश
105. कार्पोरेशन बैंक, एलुरू शाखा,
22-बी-13-19, प्रसाद मान्शन,
वी.पी.प्रेस रोड, पावरपेट,
पी बी सं. 283, एलुरू-534 002,
पश्चिम गोदावरी जिला,
आंध्र प्रदेश
106. कार्पोरेशन बैंक, विजयनगरम शाखा,
8-1-180, प्रथम तल, डाबा गार्डन्स,
पी बी सं. 55, एम.जी.रोड,
विजयनगरम-531 001, विजयनगरम जिला,
आंध्र प्रदेश
107. कार्पोरेशन बैंक, अडविनेक्कलम शाखा,
8-45, विजयवाडा-नुजविद, मेन रोड,
नुन्ना से होकर, अडविनेक्कलम-521 212,
कृष्णा जिला,
आंध्र प्रदेश
108. कार्पोरेशन बैंक, तिम्मापुरम शाखा,
4-1-ए, मेन रोड, तिम्मापुरम-533 015,
पूर्व गोदावरी जिला,
आंध्र प्रदेश
109. कार्पोरेशन बैंक, भीमवरम् शाखा,
104-1, भूमि तल, मोहन प्लाजा, पी बी सं. 6, जे.पी.
रोड, भीमवरम्-534 202, पश्चिम गोदावरी जिला,
आंध्र प्रदेश
110. कार्पोरेशन बैंक, तुनि शाखा,
डोर नं. 8-11-11, बेल्लापु स्ट्रीट,
तुनि-533 401, पूर्व गोदावरी जिला,
आंध्र प्रदेश

111. कार्पोरेशन बैंक, गोदलम शाखा,
गंत्योदया ब्लॉक, गोदलम-531 203,
विजयनगरम जिला,
आंध्र प्रदेश
112. कार्पोरेशन बैंक, चीराला शाखा,
डोर नं. 13-7-31, पोलिमेर रोड,
चिबला-523 155, प्रकाशम जिला,
आंध्र प्रदेश
113. कार्पोरेशन बैंक, द्वारका नगर-विशाखापटनम शाखा,
पवन टावर्स, डोर नं. 48-9-19,
पहला लेन, द्वारका नगर-विशाखापटनम,
आंध्र प्रदेश
114. कार्पोरेशन बैंक, बेन्सु सर्कल-विजयवाडा शाखा,
डोर नं. 40-9-76-3, भूमि तल,
साई नगर, एन एच-5, बेन्सु सर्कल,
विजयवाडा-520 010,
आंध्र प्रदेश
115. कार्पोरेशन बैंक, तेनाली शाखा,
डोर नं. 16-2-8, भूमि तल,
टाउन चर्च के सामने,
बोस रोड, तेनाली-522 201,
गुंटूर जिला, आंध्र प्रदेश
116. कार्पोरेशन बैंक, मधुरा नगर-विशाखापटनम शाखा,
49-12-18, श्री कपिला गोपाल राव श्री कृष्णा विद्या
मंदिर, मधुरा नगर, विशाखापटनम-530 016,
विशाखापटनम जिला, आंध्र प्रदेश
117. कार्पोरेशन बैंक, काकीनाडा-भानुगुडी शाखा,
पुलिस वेलफेयर कंप्लेक्स, भानुगुडी जंक्शन,
काकीनाडा-533 033, पूर्व गोदावरी जिला,
आंध्र प्रदेश
118. कार्पोरेशन बैंक, तनुकु शाखा,
डोर नं. 26-117, एन एस सी बोस रोड,
तनुकु-534 211, पश्चिम गोदावरी जिला,
आंध्र प्रदेश
119. कार्पोरेशन बैंक, श्रीकाकुलम शाखा,
डोर नं. 7-3-18/11, भूमि तल,
रामलक्ष्मण थियेटर जंक्शन, श्रीकाकुलम-532 001,
श्रीकाकुलम जिला,
आंध्र प्रदेश
120. कार्पोरेशन बैंक, कंदुकूर शाखा,
श्रीराम कंप्लेक्स, प्रथम तल,
ए पी एस आर टी सी बस अड्डे के समीप,
कंदुकूर-523 105, आंध्र प्रदेश
121. कार्पोरेशन बैंक, कंकिपाडु शाखा,
लॉक रोड, पंचायत कार्यालय के सामने,
कंकिपाडु-521 151,
कृष्णा जिला, आंध्र प्रदेश
122. कार्पोरेशन बैंक, गुंटूर-अरंडलपेट शाखा,
डोर नं. 6-4-108, भूमि तल,
4/4, अरंडलपेट, गुंटूर-522 002,
आंध्र प्रदेश
123. कार्पोरेशन बैंक,
नेल्लूर- दर्गामिट्टा शाखा,
डोर नं. 48-9-19, जी.बी.नि. मंडल कार्यालय,
दर्गामिट्टा, नेल्लूर- 524 003,
आंध्र प्रदेश
124. कार्पोरेशन बैंक,
अकिवीडु शाखा, 16-115 बी, मुस्लिम वेलफेयर
असोसिएशन बिल्डिंग,
सिद्दापुरम रोड, अकिवीडु- 534 235,
पश्चिम गोदावरी जिला, आंध्र प्रदेश
125. कार्पोरेशन बैंक,
विजयनगरम- एल. टी. बी. रोड शाखा
भारतीय जीवन बीमा निगम,
टैंक बंड रोड, विजयनगरम- 535 003, आंध्र प्रदेश
126. कार्पोरेशन बैंक,
गुड्लवल्लेरू शाखा, मेन रोड, गुड्लवल्लेरू- 521 356,
गुड्लवल्लेरू मंडलम,
कृष्णा जिला, आंध्र प्रदेश
127. कार्पोरेशन बैंक
मिनि कैप्स - विजयवाडा, शिवानी टावर्स, दूसरा तल,
गवर्नरपेट, विजयवाडा- 520 002, आंध्र प्रदेश
128. कार्पोरेशन बैंक,
मिनि कैप्स- विशाखापटनम,
पवन टावर्स डोर नं. 48-9-19, प्रथम तल,
द्वारका नगर,
विशाखापटनम, आंध्र प्रदेश
129. कार्पोरेशन बैंक,
मुद्रा तिजोरी-विजयवाडा,
35-25-35, डॉ. बी. रामाराव स्ट्रीट,
सूर्यरावपेट, विजयवाडा-520 002
130. कार्पोरेशन बैंक,
खुदरा हब विजयवाडा,
डोर नं. 12-11-67, हार्पर स्क्वयर,
आर आर अप्पा राव स्ट्रीट,
विजयवाडा-520 002, आंध्र प्रदेश

131. कार्पोरेशन बैंक
खुदरा हब विजयवाडा,
पवन टावर्स डोर नं. 48-9-19,
प्रथम तल, द्वारका नगर,
विशाखापटनम, आंध्र प्रदेश
132. कार्पोरेशन बैंक
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7-2-27/1 मेन रोड, अमलापुरम-533 201,
पूर्व गोदावरी जिला, आंध्र प्रदेश
133. कार्पोरेशन बैंक
बी. आई. एल. टी. केमिकल्स लिमिटेड
बी. आई. एल. टी. शापिंग कॉम्प्लेक्स
कारवार-बिनागा, कारवार-581 364
134. कार्पोरेशन बैंक
मिनी कैप्स-हुबली,
प्रथम तल, मुरुसाविरमठ प्रेस बिल्डिंग,
एन. सी. एम.-हुबली-580 029
135. कार्पोरेशन बैंक
डेराबस्सी शाखा पारस मार्केट,
चंडीगढ़ अम्बाला रोड, डेराबस्सी,
जिला मोहाली, पंजाब-140 507
136. कार्पोरेशन बैंक
बटाला शाखा, एस. सी. एफ-46-47,
लीक वाला तालाब, जालंधर रोड, बटाला
पंजाब-143 505
137. कार्पोरेशन बैंक
राजपुरा शाखा प्लॉट नं. 99ए
एल. आई. सी. जीवन ज्योति बिल्डिंग
गुरु नानक कालोनी, राजपुरा पंजाब
138. कार्पोरेशन बैंक
जालंधर-II शाखा
एल. आई. सी. डिविजन ऑफिस
मू-तल, जालंधर, पंजाब-144 001
139. कार्पोरेशन बैंक
लालबाग सहकारी बैंक के सामने
माँजलपुर मेन रोड, माँजलपुर
वडोदरा-390 011
140. कार्पोरेशन बैंक
श्री भक्तिनगर स्वामीनारायण मंदिर,
नवावास मानकुआ-370 030
(जिला-भुज)
141. शाखा: भोरटा, पंजाब नेशनल बैंक,
मेरठ रोड,
जिला: गाजियाबाद (उ.प्र.)
पिन कोड : 201 003
142. शाखा : के. के. इंटर-कालेज
पंजाब नेशनल बैंक, बधरा,
जिला : मुजफ्फरनगर (उ.प्र.)
पिन कोड : 251 306
143. पंजाब नेशनल बैंक
माइकर केन्द्र,
धर्मशाला रोड, जनपद-गोरखपुर (4526)
उ.प्र. पिन-273 001
144. पंजाब नेशनल बैंक
क्षेत्रीय वसूली केन्द्र,
बैंक रोड, जनपद-गोरखपुर (4532)
उ.प्र. पिन-273 001
145. पंजाब नेशनल बैंक
शाखा-विकास भवन,
सिविल कोर्ट परिसर, जनपद-गोरखपुर (4555)
उ.प्र. पिन-273 001
146. पंजाब नेशनल बैंक
शाखा-सिविल लाईंस, एमपी इण्टर कालेज परिसर
जनपद-गोरखपुर (4756)
उ.प्र.-273 001
147. पंजाब नेशनल बैंक
शाखा-बेतियाहाता, नजदीक नांगलिया,
अस्पताल, जनपद-गोरखपुर (4758)
उ.प्र. पिन-273 001
148. पंजाब नेशनल बैंक
शाखा फाजिलनगर, महावीर
इण्टर कालेज परिसर, जनपद-कुशीनगर (4747)
उ.प्र. पिन-274 408
149. पंजाब नेशनल बैंक
शाखा-बनहरा रोड, तमकुही,
जनपद-कुशीनगर (4757)
उ.प्र. पिन-274 406
150. पंजाब नेशनल बैंक
शाखा विकास भवन, पड़रौना,
जनपद-कुशीनगर (4778)
उ.प्र.-274 304
151. इन्दौर विजय नगर, पंजाब नेशनल बैंक
एफ एफ 36, मेघदूत उपवन के सामने
विजय नगर, इन्दौर म.प्र.
पिन 452 010, 0731 2575385
152. इन्दौर गोयल नगर, पंजाब नेशनल बैंक
96/97, मनभावन नगर, बंगाली चौराहा
रिंग रोड, इन्दौर
म.प्र. पिन 452016, 0731 2595247

153. पंजाब नेशनल बैंक
शाखा/कार्यालय: मनीष नगर, नागपुर मंडल
शाखा : विशिष्ट संख्या : 4841
1. शाखा : मनीष नगर -III,
जयन्ती मेशन, मनीष नगर, नागपुर-440 015
(महाराष्ट्र) शाखा विशिष्ट संख्या 4841
154. पंजाब नेशनल बैंक
शाखा : सूर्यनगर शाखा : सूर्यनगर, मिडकापोर्ट
शाखा, 8-बी, कलमना रोड, सूर्यनगर,
नागपुर-440008, महाराष्ट्र
विशिष्ट संख्या : 4204
155. पंजाब नेशनल बैंक
कार्यालय : रिटेल हब, महाजन मार्केट, सीताबर्डी
नागपुर-440 012, महाराष्ट्र, विशिष्ट संख्या : 5226
156. पंजाब नेशनल बैंक
आंचलिक लेखन सामग्री केंद्र, के. पी. केशवमेनन
रोड, कोषिकोड (केरल), पिन-673 001
157. पंजाब नेशनल बैंक
12/853, ग्राउंड फ्लोर, कल्याणी बिल्डिंग, बस स्टैंड,
कुट्टीप्पुरम (केरल), पिन-679 571
158. पंजाब नेशनल बैंक
ग्राउंड फ्लोर विजया बिल्डिंग, नजदीक मीनचन्दा बस
स्टैंड, मीनचन्दा, कोषिकोड (केरल), पिन-673 525
159. पंजाब नेशनल बैंक
35/2240 ए, एम.जी. रोड, रविपुरम
एरणाकुलम (केरल), पिन-682 016
160. पंजाब नेशनल बैंक
आस्ति वसूली प्रबंधन शाखा, 40/1461, मार्केट रोड,
एरणाकुलम (केरल), पिन-682 011
161. पंजाब नेशनल बैंक
एडपल्ली पूकटपाडी रोड, त्रिवकाकरा मंदिर के सामने
त्रिवकाकरा, जिला एरणाकुलम (केरल)
पिन-682 021
162. पंजाब नेशनल बैंक
आंचलिक प्रशिक्षण
5वीं मंजिल, शताब्दी भवन
मिनी बाईपास रोड,
बी.ओ.गोविन्दपुरम
कोषिकोड (केरल)- 673 016
163. मण्डल कार्यालय, मण्डी
पंजाब नेशनल बैंक
शाखा कार्यालय : भडोल,
जिला मण्डी (हिमाचल प्रदेश)
पिन कोड - 176 126

164. मण्डल कार्यालय, धर्मशाला
पंजाब नेशनल बैंक
शाखा कार्यालय : नुरपुर,
जिला कांगड़ा (हिमाचल प्रदेश)
पिन कोड - 176 202
165. मण्डल कार्यालय, करनाल
पंजाब नेशनल बैंक
शाखा कार्यालय : कैथल, टिम्बर मार्केट
जिला कैथल (हरियाणा)
पिन कोड - 136 027
166. पंजाब नेशनल बैंक
शाखा कार्यालय : ढाण्ड
जिला कैथल (हरियाणा)
पिन कोड - 136 020
167. पंजाब नेशनल बैंक
शाखा कार्यालय : मारकण्डा नेशनल कॉलेज
शाहबाद
जिला कुरुक्षेत्र (हरियाणा)
पिन कोड - 136 020
168. पंजाब नेशनल बैंक
शाखा कार्यालय : कलायत,
जिला कैथल (हरियाणा)
पिन कोड - 136 117

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169. इंडियन बैंक
कीर्ति नगर शाखा
सी-66, कीर्ति नगर,
नई दिल्ली - 110 015
170. इंडियन बैंक
नयी सराय,
बिहार शरीफ शाखा
जिला: नालंदा पिन - 803 101, राज्य बिहार
171. इंडियन बैंक
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जिला : सिवान पिन : 841 226, राज्य बिहार
172. इंडियन बैंक
शारदा काम्प्लेक्स, डाक बंगला रोड, हाजीपुर शाखा
जिला : वैशाली पिन : 844 101 बिहार
173. इंडियन बैंक
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जमशेदपुर जिला सिंहभूम, पिन-831003 राज्य झारखंड
174. इंडियन बैंक
कडरु शाखा, त्रिकुटा हिल कडरु, मेन रोड, रांची
जिला रांची, पिन-834 002 राज्य झारखंड

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पंजाब
176. स्टेट बैंक ऑफ पटियाला,
क्षेत्रीय कार्यालय-II (प.), लीला भवन, पटियाला
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179. स्टेट बैंक ऑफ पटियाला
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180. स्टेट बैंक ऑफ पटियाला
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181. स्टेट बैंक ऑफ पटियाला
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182. स्टेट बैंक ऑफ पटियाला
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183. स्टेट बैंक ऑफ पटियाला
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185. स्टेट बैंक ऑफ पटियाला
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187. स्टेट बैंक ऑफ पटियाला
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188. स्टेट बैंक ऑफ पटियाला
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पटियाला, पंजाब
189. स्टेट बैंक ऑफ पटियाला
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190. स्टेट बैंक ऑफ पटियाला
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192. स्टेट बैंक ऑफ पटियाला
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194. स्टेट बैंक ऑफ पटियाला
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195. स्टेट बैंक ऑफ पटियाला
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196. स्टेट बैंक ऑफ पटियाला
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197. स्टेट बैंक ऑफ पटियाला
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198. स्टेट बैंक ऑफ पटियाला
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199. स्टेट बैंक ऑफ पटियाला
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200. स्टेट बैंक ऑफ पटियाला
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201. स्टेट बैंक ऑफ पटियाला
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202. स्टेट बैंक ऑफ पटियाला
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203. स्टेट बैंक ऑफ पटियाला
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204. स्टेट बैंक ऑफ पटियाला
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205. स्टेट बैंक ऑफ पटियाला
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206. स्टेट बैंक ऑफ पटियाला
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207. स्टेट बैंक ऑफ पटियाला
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208. स्टेट बैंक ऑफ पटियाला
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209. स्टेट बैंक ऑफ पटियाला
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210. स्टेट बैंक ऑफ पटियाला
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211. स्टेट बैंक ऑफ पटियाला
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भवन, पटियाला, पंजाब
212. स्टेट बैंक ऑफ पटियाला
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213. स्टेट बैंक ऑफ पटियाला
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214. स्टेट बैंक ऑफ पटियाला
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216. स्टेट बैंक ऑफ पटियाला
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217. स्टेट बैंक ऑफ पटियाला
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218. स्टेट बैंक ऑफ पटियाला
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219. स्टेट बैंक ऑफ पटियाला
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220. स्टेट बैंक ऑफ पटियाला
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221. स्टेट बैंक ऑफ पटियाला
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222. स्टेट बैंक ऑफ पटियाला
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224. स्टेट बैंक ऑफ पटियाला
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225. स्टेट बैंक ऑफ पटियाला
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226. स्टेट बैंक ऑफ पटियाला
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227. स्टेट बैंक ऑफ पटियाला
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228. स्टेट बैंक ऑफ पटियाला
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229. स्टेट बैंक ऑफ पटियाला
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230. स्टेट बैंक ऑफ पटियाला
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231. स्टेट बैंक ऑफ पटियाला
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232. स्टेट बैंक ऑफ पटियाला
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233. स्टेट बैंक ऑफ पटियाला
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234. स्टेट बैंक ऑफ पटियाला
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235. स्टेट बैंक ऑफ पटियाला
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236. स्टेट बैंक ऑफ पटियाला
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237. स्टेट बैंक ऑफ पटियाला
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238. स्टेट बैंक ऑफ पटियाला
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239. स्टेट बैंक ऑफ पटियाला
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240. स्टेट बैंक ऑफ पटियाला
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241. स्टेट बैंक ऑफ पटियाला
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242. स्टेट बैंक ऑफ पटियाला
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244. स्टेट बैंक ऑफ पटियाला
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247. स्टेट बैंक ऑफ पटियाला
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248. स्टेट बैंक ऑफ पटियाला
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249. स्टेट बैंक ऑफ पटियाला
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250. स्टेट बैंक ऑफ पटियाला
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252. स्टेट बैंक ऑफ पटियाला
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253. स्टेट बैंक ऑफ पटियाला
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254. स्टेट बैंक आफ पटियाला
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315. स्टेट बैंक आफ पटियाला,
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317. स्टेट बैंक आफ पटियाला,
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318. स्टेट बैंक आफ पटियाला,
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319. स्टेट बैंक आफ पटियाला,
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323. स्टेट बैंक आफ पटियाला,
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324. स्टेट बैंक आफ पटियाला,
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325. स्टेट बैंक आफ पटियाला,
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326. स्टेट बैंक आफ पटियाला,
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327. स्टेट बैंक आफ पटियाला,
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328. स्टेट बैंक आफ पटियाला,
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333. स्टेट बैंक आफ पटियाला,
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334. स्टेट बैंक आफ पटियाला,
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तालाव के सामने, बांद्रा (पश्चिम) मुम्बई-400 050
337. ओरियन्टल बैंक ऑफ कॉमर्स,
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338. ओरियन्टल बैंक ऑफ कॉमर्स,
बृहत् निगमित वित्त पोषण शाखा, 181-ए, मेकर टावर-ई
18वां माला, कफ परेड, मुम्बई-400 020
339. ओरियन्टल बैंक ऑफ कॉमर्स,
2, आर्कड, विश्व व्यापार केंद्र,
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340. ओरियन्टल बैंक ऑफ कॉमर्स,
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341. ओरियन्टल बैंक ऑफ कॉमर्स,
67, मुम्बई समाचार मार्ग, सोनावाला बिल्डिंग, फोर्ट,
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342. ओरियन्टल बैंक ऑफ कॉमर्स,
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343. ओरियन्टल बैंक ऑफ कॉमर्स,
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344. ओरियन्टल बैंक ऑफ कॉमर्स,
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345. ओरियन्टल बैंक ऑफ कॉमर्स,
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1 व 2, दर्वेश चैम्बर्स, पी.डी. हिन्दुजा मार्ग, खार
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347. ओरियन्टल बैंक ऑफ कॉमर्स,
393, सर मंगलदास हाऊस, लेमिंगटन रोड, मुम्बई-400 004
348. ओरियन्टल बैंक ऑफ कॉमर्स,
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350. ओरियन्टल बैंक ऑफ कॉमर्स,
यूनिट नं. 2, माहेश्वरी मेन्शन, 34, नेपियनसी रोड,
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351. ओरियन्टल बैंक ऑफ कॉमर्स,
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352. ओरियन्टल बैंक ऑफ कॉमर्स,
श्रीजी चैम्बर्स, टाटा रोड, नं. 2, ऑपेरा हाऊस, मुम्बई-400 009
353. ओरियन्टल बैंक ऑफ कॉमर्स,
भागवत निवास, तल माला, फेड्डार रोड, मुम्बई-400 026
354. ओरियन्टल बैंक ऑफ कॉमर्स,
अजय अपार्टमेन्ट, सेंट टेरेसा कॉन्वेंट स्कूल के सामने
एस.वी. रोड, सांताक्रूज (पश्चिम) मुम्बई-400 054
355. ओरियन्टल बैंक ऑफ कॉमर्स,
मुम्बई बाजार बिल्डिंग, प्रथम तल, स्टेशन रोड, सांताक्रूज
(पश्चिम), मुम्बई-400 054
356. ओरियन्टल बैंक ऑफ कॉमर्स,
कमल अपार्टमेन्ट, प्लॉट नं. 68, लोखंडवाला कॉम्प्लेक्स,
वरसोवा, ऑफ जे.पी. रोड, अंधेरी (पश्चिम) मुम्बई-400 053
357. ओरियन्टल बैंक ऑफ कॉमर्स,
जानकीदेवी पब्लिक स्कूल, प्लॉट नं. 1, आर.एस.सी.-6,
सरदार वल्लभभाई पटेल नगर, अंधेरी (पश्चिम),
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358. ओरियन्टल बैंक ऑफ कॉमर्स,
स्टीलिंग को-ऑपरेटिव हाऊसिंग सोसायटी, जे.पी. रोड, 7,
बंगलो गार्डन, अंधेरी (पश्चिम), मुम्बई-400 061
359. ओरियन्टल बैंक ऑफ कॉमर्स,
71, स्वागत, नेहरु रोड, विले पार्ले (पूर्व), मुम्बई-400 057
360. ओरियन्टल बैंक ऑफ कॉमर्स,
मुद्रा पेटिका, महात्मा गांधी सेवा, मंदिर ट्रस्ट बिल्डिंग,
एस. वी. रोड, तालाव के सामने, बांद्रा (पश्चिम),
मुम्बई-400 050
361. ओरियन्टल बैंक ऑफ कॉमर्स,
सेवा शाखा, 56-58, मित्तल चैम्बर्स, 5वां माला, नरीमन
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362. विद्याधर नगर जयपुर शाखा,
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363. यमुनाविहार दिल्ली शाखा,
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364. बैंक ऑफ महाराष्ट्र,
जोधपुर चोपसानी रोड शाखा,
प्लॉट क्र. 2 और 3, सेकंड पेलिया कॉम्प्लेक्स,
चोपसानी रोड, जोधपुर- 342 008
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365. बैंक ऑफ महाराष्ट्र,
जबलपुर अस्पताल शाखा,
जबलपुर अस्पताल रिसर्च सेंटर,
नेपियर टॉवर रुसे चौक,
जबलपुर -482 002
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366. बैंक ऑफ महाराष्ट्र,
प्रतापनगर जयपुर शाखा,
प्लॉट क्र. 68, पी 9, सेक्टर 6,
संगनेर टैंक रोड,
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367. बैंक ऑफ महाराष्ट्र,
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ए- 3 रिंग रोड, आवास विकास कॉलोनी,
रुद्रपुर-263153
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गोपालपुर बाईपास जयपुर शाखा,
जेडीए दूकान क्र. 14 हंस मार्ग,
मानसरोवर लिंक रोड,
जयपुर-302 008
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369. बैंक ऑफ महाराष्ट्र,
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जी. एस. कॉलेज ऑफ कॉमर्स,
साऊथ सिविल लाइन्स,
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370. बैंक ऑफ महाराष्ट्र,
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पिलिभीत रोड, बरैली-243 001
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371. बैंक ऑफ महाराष्ट्र,
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हॉल एफ-1 पहली मंजिल,
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नई दिल्ली- 110 075
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372. बैंक ऑफ महाराष्ट्र,
कटनी शाखा,
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हनुमाननगर, घंटाघर,
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373. बैंक ऑफ महाराष्ट्र,
गुडगांव सेक्टर- 56 शाखा,
एस. सी. ओ. 86, जिला शॉपिंग सेंटर,
सेक्टर- 56 गुडगांव-122 001
374. बैंक ऑफ महाराष्ट्र,
इंदौर कनाडिया रोड,
1-2 शिवशक्ति नगर,
इंदौर-452 001
(इंदौर क्षेत्र)
375. बैंक ऑफ महाराष्ट्र,
गोविंदगढ़ शाखा,
पुराना बस स्टैंड रोड,
पोस्ट ऑफिस के पास,
गोविंदगढ़-303 712 जिला-जयपुर
(राजस्थान)
376. बैंक ऑफ महाराष्ट्र,
घोडबंदर रोड,ठाणे शाखा,
दुकान क्र. 8 और 9,
प्राइड पारेक, लॉ किम्स इंडस्ट्रीज सामने,
घोडबंदर रोड,ठाणे (पश्चिम),
पिन- 400 607 (ठाणे क्षेत्र)
(महाराष्ट्र)
377. बैंक ऑफ महाराष्ट्र,
गांधीधाम शाखा,
प्लॉट नं. 334, वॉर्ड 12-बी,
आर्शिवाद कॉम्प्लेक्स, जिला-कच्छ,
गांधीधाम-370 201
(अहमदाबाद क्षेत्र)
378. बैंक ऑफ महाराष्ट्र,
सेक्टर 38 डी चंडीगढ़ शाखा,
एस. सी. ओ. 307,
चंडीगढ़-160 038
(चंडीगढ़ क्षेत्र)
379. बैंक ऑफ महाराष्ट्र,
खजाना और अंतरराष्ट्रीय बैंकिंग शाखा,
23 मेकर चेंबर, 12वीं मंजिल,
नरीमन पॉइंट, मुंबई- 400 021
(महाराष्ट्र) (मुंबई शहर क्षेत्र)

380. बैंक ऑफ महाराष्ट्र,
सोनई शाखा,
डॉ. बी.के. शिरसाट बिल्डिंग,
घोडेगांव रोड,
डाकघर-सोनई नेवासा,
(महाराष्ट्र) (अहमदनगर क्षेत्र)
381. बैंक ऑफ महाराष्ट्र,
लोअर परेल शाखा,
005/006 अमरी इंडस्ट्रियल इस्टेट,
औन मिल कंपाउंड, मुंबई 00013
(महाराष्ट्र) (अमरावती क्षेत्र)
382. बैंक ऑफ महाराष्ट्र,
सहोद भगत सिंग लुधियाना शाखा,
एससीएफ- 10 और 11, मेन मार्केट,
एस.बी.एस रोड, लुधियाना 141002
(चंडीगढ़ क्षेत्र)
383. बैंक ऑफ महाराष्ट्र,
खराडी पुणे शाखा,
दुकान 25 से 31, अशोक नगर बिल्डिंग,
सर्व्हे क्र. 43 हिस्सा क्र. 1+2/1/1 से 7,
खराडी हडपसर रोड, पुणे-411 014
(महाराष्ट्र) (पुणे शहर क्षेत्र)
384. बैंक ऑफ महाराष्ट्र,
हिंजवडी पुणे शाखा,
गटे क्र. 243,
कोपीआईटी हिंजवडी के पास,
तहसील-मुलशी, पुणे-411057
(महाराष्ट्र) (पुणे शहर क्षेत्र)
385. बैंक ऑफ महाराष्ट्र,
गव्हर्नमेंट बिजनेस शाखा,
महाबैंक भवन मुंजे चौक, सिताबर्डी, नागपुर 440 012
(महाराष्ट्र) (नागपुर क्षेत्र)
386. बैंक ऑफ महाराष्ट्र,
अजनाला रोड अमृतसर शाखा,
यू.के. अंतरराष्ट्रीय बिल्डिंग, गुरुदास एवेन्यू के नजदीक,
एअर पोर्ट रोड, अमृतसर-143 008 (चण्डीगढ़ क्षेत्र)
387. बैंक ऑफ महाराष्ट्र,
एचएएल टाउनशिप ओझर शाखा,
हल इन्स्टिट्यूट ऑफ अप्लाइड इलेक्ट्रॉनिक्स, स्टेडियम
शॉपिंग कॉम्प्लेक्स, ओझर टाउनशिप, जिला नासिक,
पिन-422 206 (महाराष्ट्र) (नासिक क्षेत्र)
388. बैंक ऑफ महाराष्ट्र,
वाडिया अस्पताल कैपस शाखा,
वाडिया अस्पताल कैपस रेलवे लाइन्स, सोलापुर-413 001
(महाराष्ट्र) (सोलापुर क्षेत्र)
389. बैंक ऑफ महाराष्ट्र,
शिवाजी कॉलेज कैपस परभणी शाखा,
आहुजा कॉम्प्लेक्स, बसमंत रोड, परभणी (महाराष्ट्र)
(लातूर क्षेत्र)
390. बैंक ऑफ महाराष्ट्र,
योगेश्वरी अंबेजोगाई शाखा,
योगेश्वरी कॉलेज कैम्पस, परले रोड, अंबेजोगाई-431 517
(महाराष्ट्र) (लातूर क्षेत्र)
391. बैंक ऑफ महाराष्ट्र,
लांजा शाखा,
1389, सहकार संकुल, मुंबई-गोवा हाइवे,
लांजा-रत्नागिरी-416 701 (महाराष्ट्र) (रत्नागिरी क्षेत्र)
392. बैंक ऑफ महाराष्ट्र,
जयसिंगपुर शाखा,
9वीं गली, घोडावत बिल्डिंग, राम मंदिर के नजदीक,
जयसिंगपुर-416 101 तहसील शिरोल, जिला कोल्हापुर
(महाराष्ट्र) (कोलापुर क्षेत्र)
393. बैंक ऑफ महाराष्ट्र,
बावधन पुणे शाखा,
श्रेयस एटेरना, एनडीए-पाषाण रोड, श्रीकृष्ण नगर के
नजदीक, बावधन पुणे 411 021 (महाराष्ट्र) (पुणे शहर
क्षेत्र)
394. बैंक ऑफ महाराष्ट्र,
बिक्रीनगर भवन माझगांव शाखा,
बलवंत सिंग डोढी मार्ग, माझगांव मुंबई 400010 (महाराष्ट्र)
(मुंबई शहर क्षेत्र)
395. बैंक ऑफ महाराष्ट्र,
आर्वी नाका रोड वर्धा शाखा,
चिंतामणी भवन, गांधीनगर, वर्धा-442 001 (महाराष्ट्र)
(मुंबई शहर क्षेत्र)
396. बैंक ऑफ महाराष्ट्र,
पाषाण पुणे शाखा,
सुतार आइनकॉन पांडव नगर, सूस रोड, पाषाण,
पुणे-411 021 (महाराष्ट्र) (पुणे शहर क्षेत्र)
397. बैंक ऑफ महाराष्ट्र,
सेवा शाखा कोल्हापुर,
खटिक समाज बिल्डिंग, 1408, सी, लक्ष्मीपुरी कोल्हापुर
(महाराष्ट्र) (कोल्हापुर क्षेत्र)
398. बैंक ऑफ महाराष्ट्र,
मंत्रालय मुंबई शाखा,
सचिवालय, मुंबई 400 032 (महाराष्ट्र) (मुंबई शहर क्षेत्र)
399. स्टेट बैंक ऑफ मैसूर
मुलुंद शाखा, दुकान संख्या : एल 3, समृद्धि एल बी
एस मार्ग से आगे मुलुंद टेलिफोन एक्सचेंज के पास
मुलुंद (पश्चिम) मुंबई-400 080

400. स्टेट बैंक ऑफ मैसूर
खारघर शाखा, श्री टॉवर्स, प्लॉट सं. 16, सेक्टर 20,
खारघर नवी मुम्बई-410 210
401. स्टेट बैंक ऑफ मैसूर
वासाई शाखा दुकान संख्या: 1, 2 और 3 रिचमण्ड टॉउन
फासेल भवन सं. 04, भाबोला वासाई (प.)-401 202
थाने ज़िला
402. स्टेट बैंक ऑफ मैसूर
करेन्सी प्रबंधन कक्ष-1 खजाना शाखा, लेडी कर्जन मार्ग
बेंगलूर-560 001
403. स्टेट बैंक ऑफ मैसूर
करेन्सी प्रबंधन कक्ष-2 सं. 24, "ललिता", 2 क्रास सॉपिंगे
मार्ग, मल्लेश्वरम् बेंगलूर-560 003
404. स्टेट बैंक ऑफ मैसूर
खुदरा आरित केन्द्रीय संसाधन कक्ष (प्रोटोटाईप) सं. 305,
4 क्रास, 2 मेन, 8 वॉ ब्लॉक, जयनगर, बेंगलूर-560 070
405. स्टेट बैंक ऑफ मैसूर
खुदरा आरित केन्द्रीय संसाधन कक्ष (पायलेट) सं. 8/6,
1 मंजिल रंग राव मार्ग, शंकरपुरम् बेंगलूर-560 004
406. स्टेट बैंक ऑफ मैसूर
तनावयुक्त आरित समाधान केन्द्र, 1 मंजिल, श्री राम सेवा
मंडली भवन 10 वॉ क्रास, विल्सन गार्डन बेंगलूर-560 027
407. स्टेट बैंक ऑफ मैसूर
लघु एवं मध्यम उद्यम नगर ऋण केन्द्र सं. 8/6,
2 मंजिल रंग राव मार्ग, शंकरपुरम् बेंगलूर-560 004
408. स्टेट बैंक ऑफ मैसूर
व्यापार वित्तीयन ऋण संसाधन केन्द्र, 1 मंजिल, 2 रा
क्रास, सॉपिंगे मार्ग, मल्लेश्वरम्, बेंगलूर-560 003
409. स्टेट बैंक ऑफ मैसूर
दिल्ली क्षेत्र क्लब मार्ग पंजाबी बाग (पश्चिम)
नई दिल्ली-110 026
410. स्टेट बैंक ऑफ मैसूर
खुदरा आरित एवं लघु उद्यम ऋण केन्द्र 1 मंजिल,
जनक सिनेमा कॉम्प्लेक्स, "सी" ब्लॉक पंखा मार्ग,
जनकपुरी नई दिल्ली-100 058
411. स्टेट बैंक ऑफ मैसूर
मुम्बई क्षेत्र सं. 9445, क्षेत्रीय कार्यालय 2 मंजिल,
महाकाली केव्स मार्ग अंधेरी (पश्चिम) मुम्बई-400 093
412. स्टेट बैंक ऑफ मैसूर
खुदरा आरित एवं लघु उद्यम ऋण केन्द्र 4 मंजिल,
मिडल कोर्ट "सी" विंग, नरिमन पॉइण्ट मुम्बई-400 021

यूनियन बैंक ऑफ इंडिया

413. यूनियन बैंक ऑफ इंडिया,
क्षेत्रीय कार्यालय, भोपाल,
अरेरा हिल्स शाखा, यूनियन बैंक भवन,
1513/1/1, अरेरा हिल्स, भोपाल (म.प्र.)-462 011
414. यूनियन बैंक ऑफ इंडिया,
होशंगाबाद रोड शाखा, ए-20, आर्यन टावर,
अहमदपुर कलां, भोपाल-462 026
415. यूनियन बैंक ऑफ इंडिया,
थाटीपुर शाखा, प्रमिला प्लाजा, गांधी रोड,
थाटीपुर, ग्वालियर-474 011
416. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, रीवा,
सासन शाखा, ग्राम-सासन, गडहरा पोस्ट तियरा,
थाना-वैड़न, जिला-सिंगरौली, मध्य प्रदेश
417. यूनियन बैंक ऑफ इंडिया
यूनीवर्सिटी रोड शाखा, तीर्थ परिसर, यूनीवर्सिटी रोड,
अनन्तपुर, रीवा-486 001-जिला रीवा, मध्य प्रदेश
418. यूनियन बैंक ऑफ इंडिया
उमरिया शाखा, स्टेशन रोड, वार्ड नं. 15,
उमरिया, 484661-जिला उमरिया (म.प्र.)
419. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, जबलपुर,
खुरई शाखा, स्टेशन रोड, खुरई (मध्य प्रदेश)
जिला सागर, पिन-470 117
420. यूनियन बैंक ऑफ इंडिया
पिपरिया शाखा, मोहता प्लॉट,
पिपरिया, मध्य प्रदेश,
जिला होशंगाबाद, पिन-475 661
421. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, लखनऊ
पी ए सी 35 बटालियन शाखा, महानगर,
लखनऊ
422. यूनियन बैंक ऑफ इंडिया
बलरामपुर शाखा, जानकी वल्लभ कॉम्प्लेक्स,
वीर विनय चौक, बलरामपुर
423. यूनियन बैंक ऑफ इंडिया
गोंडा शाखा, निकट जिला
अस्पताल, गोंडा.
424. यूनियन बैंक ऑफ इंडिया
फतेहपुर शाखा, कचहरी रोड,
तहसील फतेहपुर

425. यूनियन बैंक ऑफ इंडिया
सेक्टर ओ. शाखा, सी. एम. एस. सेक्टर ओ.
अलीगंज, लखनऊ
426. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, पटना,
पूर्णिया शाखा, आयशर ट्रेक्टर कैम्पस,
जेल चौक, एन. एच. 31, पूर्णिया
427. यूनियन बैंक ऑफ इंडिया
सगुना मोड शाखा, आरपीएस मोड के पास
बेली रोड, पटना
428. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, राजकोट,
150 रिंग रोड शाखा, नक्षत्र-1, अमीन मार्ग क्रॉसिंग
150 रिंग रोड, राजकोट, गुजरात
429. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, नागपुर
वाशिम शाखा, बालाजी कॉम्प्लेक्स, पटनी चौक,
वाशिम-444 505 महाराष्ट्र
430. यूनियन बैंक ऑफ इंडिया
बेसा शाखा, नागपुर, प्लॉट नं. 12/13, तपस्या बिल्डिंग
गोंडवाना नगर, मनीष नगर मेन रोड, नागपुर-440 025
(महाराष्ट्र)
431. यूनियन बैंक ऑफ इंडिया
वाडी शाखा, प्लॉट नं. 50, अमरावती रोड, वाडी
जिला नागपुर
432. यूनियन बैंक ऑफ इंडिया
देसाईगंज वडसा शाखा, केजडीवाल कॉम्प्लेक्स, मेन मार्केट,
पटेल वाडर, देसाईगंज (वडसा) जिला-गडचिरोली,
(महाराष्ट्र)
433. यूनियन बैंक ऑफ इंडिया
रिटेल एसेट शाखा, महाराष्ट्र राज्य माध्यमिक एवं उच्च
शिक्षण बोर्ड भवन (इंडियन एयरलाइंस के पास)
रविन्द्रनाथ टैगोर मार्ग, सिविल लाइंस, नागपुर
434. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, नासिक
दोंडाईचा शाखा, राणीमांसहेब प्लाजा बस स्टैंड के सामने
दोंडाईचा, ता. शिंदखेड, जिला धुलिया, पिन-425 408
435. यूनियन बैंक ऑफ इंडिया
शिरपुर शाखा, 1601/01, लालबाग
शिरपुर, जिला धुलिया, महाराष्ट्र
436. यूनियन बैंक ऑफ इंडिया
देवपुर धुलिया शाखा, एसएसव्हीपीएस शॉपिंग कॉम्प्लेक्स
देवपुर (धुलिया), पिन-424 001 जिला धुलिया, महाराष्ट्र
437. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, ठाणे
तिलकनगर शाखा चेंबूर श्री सिद्धिविनायक सीएचएस लि.
शॉप नं. 3, बिल्डिंग नं. 19, रोड नं. 12, तिलकनगर
मैदान के सामने चेंबूर, मुंबई-400 089
438. यूनियन बैंक ऑफ इंडिया
डॉंबिवली (पूर्व) शाखा, श्री सिद्धिविनायक दर्शन ए विंग,
तल मंजिल, मानपाडा रोड, सागांव, डॉंबिवली (पूर्व)
जिला, ठाणे-421 204
439. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय पुणे,
शिरडी शाखा, श्री साईबाबा संस्थान शिरडी, तहसील
राहता जिला, अहमदनगर
440. यूनियन बैंक ऑफ इंडिया
बाणेर शाखा, 74/75 पी. के. श्राफ रोड,
बाणेर, पुणे-411 045
441. यूनियन बैंक ऑफ इंडिया
तलेगांव डभाडे शाखा, साई विहीर कॉम्प्लेक्स
वडगांव चाखण रोड, तलेगांव दामाडे पुणे-410 507
442. यूनियन बैंक ऑफ इंडिया
डीएसके विश्व शाखा, 6 वसुधा डीएसके विश्व
धायरी, पुणे-411 041
443. यूनियन बैंक ऑफ इंडिया
अलंदी शाखा, एमएई कैम्पस, अलंदी,
जिला पुणे-412 105
444. यूनियन बैंक ऑफ इंडिया
सावेडी शाखा, टी. वी. टावर के पास
सावेडी, जिला, अहमदनगर
445. यूनियन बैंक ऑफ इंडिया
लोणी कालभोर शाखा, एच. पी. भेट, 2 के सामने
लोणी कालभोर, जिला पुणे
446. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, कोल्हापुर,
सातारा शाखा, दीपलक्ष्मी कॉम्प्लेक्स, सर्व्हे नं. 287/1
से 7/6, शॉप नं. 1 से 4, राधिका रोड, सातारा-416 002

447. यूनियन बैंक ऑफ इंडिया
क्रॉस रोड, सोलापुर शाखा, में ए. बी. पांढे क्रॉस रोड,
कमर्शियल कॉम्प्लेक्स ई. पी. नं. 63, 67 ए 672, जुना
पुणे रोड, सोलापुर-413 001
448. यूनियन बैंक ऑफ इंडिया
इस्लामपुर शाखा, ओम साई दत्तकृपा सर्व्हे न. 70/ए/
गणेशनगर, ता. वालवा, जिला सांगली,
इस्लामपुर-415 409
449. यूनियन बैंक ऑफ इंडिया
कोडोली शाखा, कोडगुले बिल्डिंग ता. पन्हाला,
जिला-कोल्हापुर, कोडोली-416 114
450. यूनियन बैंक ऑफ इंडिया
कराड शाखा, पाटील हेरिटेज, 207/2 सी, शनिवार
पेठ, दत्त चौक जिला-सातारा
451. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, मुंबई (पश्चिम)
बोरीवली पूर्व शाखा, "ऑरचिड", तल मंजिल,
शॉप नं. 1 से 5, कार्टर रोड नं. 7, बोरीवली (पूर्व) मुंबई
452. यूनियन बैंक ऑफ इंडिया
मीरा रोड शाखा, "श्री पार्क" सिल्वर पार्क के निकट,
मीरा भायंदर रोड, मीरा रोड (पूर्व) जिला-ठाणे,
पिन-401 107
453. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, बेलगाम,
नवनगर शाखा, 44, शिवानंद नगर, नवनगर,
हुबली-580 025 जिला-धारवाड
454. यूनियन बैंक ऑफ इंडिया
रायबाग शाखा टीपीएस नं. 1560, पुलिस स्टेशन के पास,
रायबाग-591 317, जिला-बेलगाम
455. यूनियन बैंक ऑफ इंडिया
बागलकोट शाखा, प्लॉट नं. 21, 19वां क्रॉस, इंजीनियरिंग
कालेज सर्कल, विध्यागिरी, बागलकोट-587 102
जिला-बागलकोट
456. यूनियन बैंक ऑफ इंडिया
हीरेकेरूर शाखा, टीएपी सीएमएस लिमिटेड बिल्डिंग,
शिरालाकोप्पा रोड, हीरेकेरूर-581 111 जिला-हावेरी
(कर्नाटक)
457. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, गोवा
करमोना शाखा, मु. पो. करमोना
सेलसेट, गोवा-403 717
458. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, हैदराबाद,
कुकटपल्ली शाखा, प्लॉट नं. 324, तल मंजिल,
रोड नं. 4, रवीन्द्र भारती स्कूल, के. पी. एम. बी. कॉलोनी
कुकटपल्ली, हैदराबाद-500 027 (आ.प्र.)
459. यूनियन बैंक ऑफ इंडिया
नकदी प्रबंधन सेवाएं शाखा, तल मंजिल, 6-1-57/14
पब्लिक गार्डन रोड, सैफाबाद,
हैदराबाद-500 004 (आ.प्र.)
460. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय लेखा परीक्षा कार्यालय 2 री मंजिल, जसबाग,
दत्ता कॉम्प्लेक्स, नामपल्ली, हैदराबाद-500 001
461. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, कोलकाता
आंदुल रोड शाखा, मुकाम-"ज्योतिष आर्कैड" प्रथम तल,
71/6, दानेश शेख लैन, आंदुल रोड, पोस्ट-आंदुल,
जिला-हावड़ा, पश्चिम बंगाल-711 109
462. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, दुर्गापुर
क्षेत्रीय कार्यालय, दुर्गापुर यूसीपी-23, बंगाल अम्बुजा-उत्तर
सिटी सेंटर के पास पोस्ट दुर्गापुर, जिला-बर्दमान
दुर्गापुर-713 216 (पश्चिम बंगाल)
463. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, बेंगलूर
हासन शाखा 746, श्री सिध्देश्वर राईस मिल परिसर,
बी. एम. रोड, हासन-573 201
464. यूनियन बैंक ऑफ इंडिया
गेलेयरबलगा (हेसरघट्टा) शाखा 430, एजीबी हाउसिंग
सोसाइटी III रा स्टेज, चिक्कसंद्रा, हेसरघट्टा मेन रोड,
बेंगलूर-560 090
465. यूनियन बैंक ऑफ इंडिया
राजराजेश्वरीनगर शाखा, #2, 1 ली मंजिल, बीइएमएल
ले आउट, तीसरा स्टेज, बसवेश्वर सर्कल, बीइएल गेट,
राजराजेश्वरीनगर, बेंगलूर-560 098
466. यूनियन बैंक ऑफ इंडिया
क्षेत्रीय कार्यालय, बेंगलूर
सीएमएस शाखा, 116, 11 वां क्रॉस, मल्लेश्वरम,
बेंगलूर-560 003
467. यूनियन बैंक ऑफ इंडिया
विजयनगर मैसूर शाखा, # 333, रेलवे ले आउट,
विजयनगर, मैसूर-570 017

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 17th June, 2009

S.O. 1702.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (use for official purpose of the union) Rules, 1976 the Central Government, hereby notifies the listed branches/offices of the following Banks in the attached annexure, more than 80% of the staff whereof have acquired the working knowledge of Hindi.

Serial No.	Name of the Banks	Number of Branches/Offices
1.	Syndicate Bank	54
2.	Reserve Bank of India	1
3.	Andhra Bank	29
4.	Corporation Bank	56
5.	Punjab National Bank	28
6.	Indian Bank	6
7.	State Bank of Patiala	161
8.	Oriental Bank of Commerce	26
9.	Bank of Maharashtra	37
10.	State Bank of Mysore	14
11.	Union Bank of India	55
Total		467

[F. No. 11016/1/2009-Hindi]

REMESH BABU ANIYERY, Jt. Director (OL)

SYNDICATE BANK

1. Syndicate Bank
Amingad Branch
Opposite Police Station
Amingad
Hungund Tq.
Dist. Bagalkot State: Karnataka Pin : 587 112
2. Syndicate Bank
Badami Branch
Hotel Rajasangam International
Building,
Opp. KSRTC Bus Stand
Main Road
Madami
Dist.: Bagalkot
State : Karnataka
Pin : 587 201
3. Syndicate Bank
Bagalkot Branch
Kaladgi Road
Opposite Court
Bagalkot.
Dist. Bagalkot
State : Karnataka
Pin : 587 101

4. Syndicate Bank
Basavakalyan Branch
First Floor
Basava Mansions, Main Road
Basavakalyan
Dist. Bidar
State : Karnataka
Pin : 585 327
5. Syndicate Bank
Bidar Air Force Station Branch
Elementary Flying School
Air Force Station
Bidar Dist. Bidar
State : Karnataka
Pin : 585 401
6. Syndicate Bank
Basaveshwar Road Branch
Saraf Bazar
Gandhi Chowk
Bijapur
Dist. Bijapur
State : Karnataka
Pin : 586 101
7. Syndicate Bank
Bijjargi Branch
Budhanagar
Bijjargi Dist. Bijapur
State : Karnataka
Pin : 586 114
8. Syndicate Bank
Chandakapur Branch
Handrale Building
Main Road
N.H. 9, Chandakapur
Dist. Bidar
State : Karnataka
Pin : 585 419
9. Syndicate Bank
Devar Hippargi Branch
S.V. Deshpande Building
Opposite Bus Stand
Devarhippargi
Taluk : Sindgi
Dist. Bijapur
State : Karnataka
Pin : 586 115
10. Syndicate Bank
Golsangi Branch
M.A. Dalanai Building
Near Bus Stand Golsangi
Taluk : Basavana Bagewadi
Dist. Bijapur
State : Karnataka
Pin : 586 231

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| <p>11. Syndicate Bank
Gulbarga Dargah Branch
Darga Hazarath Khaja Bandanawaz
Khajabazar Gulbarga
Dist. Gulbarga State : Karnataka
Pin : 585 104</p> <p>12. Syndicate Bank
Gulbarga Fort Road Branch
Plot No. 88/90
1 Floor, Khuba Complex
Super Market Gulbarga
Dist. Gulbarga
State : Karnataka
Pin : 585 101</p> <p>13. Syndicate Bank
Gulbarga M R Medical College Branch
No. 178/19, RTO Cross, Badepur
Sadem Road
Gulbarga
Dist. : Gulbarga
State : Karnataka
Pin : 585 105</p> <p>14. Syndicate Bank
Gulbarga Station Bazar Branch
Thimmapuri Chowk
Station Bazar
Gulbarga
Dist. : Gulbarga
State : Karnataka
Pin : 585 102</p> <p>15. Syndicate Bank
Gulbarga MSK Mills Branch
Vaishnavi
MSK Mill Road, Shanthinagar
Gulbarga
Dist. : Gulbarga
State : Karnataka
Pin : 585 103</p> <p>16. Syndicate Bank
Guledgud Branch
Building No. 2179
Kumbara Street, Ward No. 3
Guledgud
Dist. : Bagalkote
State : Karnataka
Pin : 585 203</p> <p>17. Syndicate Bank
Huvin Hippargi Branch
Plot No. 949, College Road
Huvin Hippargi
Basawana Bagewadi Taluk
Dist. : Bijapur
State : Karnataka
Pin : 586 208</p> | <p>18. Syndicate Bank
Horti Branch
N.S. Khed Building
Sholapur Road
Horti
Taluk : Indi
Dist. : Bijapur
State : Karnataka
Pin : 586 117</p> <p>19. Syndicate Bank
Hungund Branch
Nagaral Building
Bagalkot Road
Hungund
Dist. : Bagalkote
State : Karnataka
Pin : 587 118</p> <p>20. Syndicate Bank
Ilkal Branch
Sri Vijaya Mahantesh Mutt Bld.,
P.B. No. 5, Kanti Circle
Ilkal
Dist. : Bagalkote
State : Karnataka
Pin : 587 125</p> <p>21. Syndicate Bank
Kerur Branch
1/452, Sri Maruthi Krupa
Main Road
Kerur
Dist. : Bagalkote
State : Karnataka
Pin : 587 206</p> <p>22. Syndicate Bank
Korwar Branch
Lakshmi Saraswathi Nivas
Main Road, Korwar
Dist. : Bijapur
State : Karnataka
Pin : 586 120</p> <p>23. Syndicate Bank
Lachyan Branch
Lachyan
Dist. : Bijapur
State : Karnataka
Pin : 586 211</p> <p>24. Syndicate Bank
Muddebihal Branch
218 B V Reshmi Branch
Almatti Road
Muddebihal
Dist. : Bijapur
State : Karnataka
Pin : 586 212</p> |
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| <p>25. Syndicate Bank
Mudhol Branch
Govindpur Galli
Mudhol
Dist. : Bagalkote
State : Karnataka
Pin : 587 313</p> <p>26. Syndicate Bank
Nalatwad Branch
S.B. Ilkal Building
Near Bus Stand
Nalatwad
Dist. : Bijapur
State : Karnataka
Pin : 586 124</p> <p>27. Syndicate Bank
Shirur Branch
Venkatesh Nilaya
Patils Building
Shirur
Dist. : Bagalkote
State : Karnataka
Pin : 587 132</p> <p>28. Syndicate Bank
Talikota Branch
Municipality Building
Bus Stand Road
Talikota
Taluk : Muddebihal
Dist. : Bijapur
State : Karnataka
Pin : 586 214</p> <p>29. Syndicate Bank
Terdal Branch
Shiv Nilaya
Gathade Building
Near Old Police Station, Terdal
Dist. : Bagalkote
State : Karnataka
Pin : 587 315</p> <p>30. Syndicate Bank
Yadagiri Branch
Sreehari Deshpande Building
3-7-45 Kajgarwadi
Yadagiri
Dist. : Gulbarga
State : Karnataka
Pin : 585 201</p> | <p>31. Syndicate Bank
Yelaguru Branch
Gram Panchayat Building
Yalagur
Taluk : Muddebihal
Dist. : Bagalkote
State : Karnataka
Pin : 586 213</p> <p>32. Syndicate Bank
Yedrami Branch
G. S. Talikoti's Building
Sindgi Road
Yedrami
Dist. : Gulbarga
State : Karnataka
Pin : 585 325</p> <p>33. Syndicate Bank
Lead District Office
Sultan Mansion, II Floor, MB-45
K.C. Market Road
Bijapur
Dist. : Bijapur
State : Karnataka
Pin : 586-101</p> <p>34. Syndicate Bank
Lead District Office
Syndicate Bank Building
I Floor, Kaladgi Road
Bagalkot
Dist. : Bagalkot
State : Karnataka
Pin : 587 101</p> <p>35. Syndicate Bank
Bhiwadi Branch
Shop No. 3-4, Hariram Palace
Main Road, Bhiwadi
Dist. : Alwar
State : Rajasthan
Pin : 301 019</p> <p>36. Syndicate Bank
Bilaspur Chowk Branch
Pataudi Road
Police Station
Bilaspur
Dist. : Gurgaon
State : Haryana
Pin : 122 413</p> <p>37. Syndicate Bank
Dausa Branch
Opp : Dak Banglow
Agra Road
Dist. : Dausa
State : Rajasthan
Pin : 303 303</p> |
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38. Syndicate Bank
Vidisha Branch
Jee Saheb Shopping Centre
Swarankar Colony
Vidisha
Dist. : Vidisha
State : Madhya Pradesh
Pin : 464 001
39. Syndicate Bank
Khajrana Branch
113, Mamta Colony Chauraha
Main Road
Khajrana
Dist. : Indore
State : Madhya Pradesh
Pin : 452 001
40. Syndicate Bank
Pauri Branch
Mall Road
Near Hotel Madhuban
Dist. : Garhwal
State : Uttara Khand
Pin : 246 001
41. Syndicate Bank
Rudraprayag Branch
No. 4 New Market
Badrinath Road
Rudraprayag
Dist. : Rudraprayag
State : Uttara Khand
Pin : 246 171
42. Syndicate Bank
Delhi Central Accounts Office
Jeevan Prakash Building, 1st Floor
25, Kasturba Gandhi Marg
New Delhi
Dist. : Delhi
State : Delhi
Pin : 110 001
43. Syndicate Bank
Delhi International Business Branch
F-40, Connaught Circus
New Delhi
Dist. : Delhi
State : Delhi
Pin : 110 001
44. Syndicate Bank
Delhi I.P. Estate Branch
Central Revenue Building, ITO
I.P. Estate
New Delhi
Dist. : Delhi
State : Delhi
Pin : 110 002
45. Syndicate Bank
Delhi NAMC Branch
Maulana Azad Medical College
Bahadur Shah Zafar Marg
New Delhi
Dist. : Delhi
State : Delhi
Pin : 110 002
46. Syndicate Bank
Delhi BSF, East Block Branch
Directorate General
Border Security Force
R.K. Puram
New Delhi
Dist. : Delhi
State : Delhi
Pin : 110 066
47. Syndicate Bank
Delhi DGNCC West Block Branch
Directorate General NCC
Ministry of Defence, GOI
West Block, R.K. Puram
New Delhi
Dist. : Delhi
State : Delhi
Pin : 110 066
48. Syndicate Bank
Delhi Housing Finance Branch
1 & 1A, 11nd Floor
Old Rajendra Nagar Market
New Delhi
Dist. : Delhi
State : Delhi
Pin : 110 060
49. Syndicate Bank
Delhi AGI Bhawan Branch
Rao Tula Ram Marg
New Delhi
Dist. : Delhi
State : Delhi
Pin : 110 057
50. Syndicate Bank
Delhi Hari Nagar Branch
DTC Depot Hari Nagar
Jail Road
New Delhi
Dist. : Delhi
State : Delhi
Pin : 110 064
51. Syndicate Bank
Delhi Shadipur Branch
DTC Depot Shadipur
New Delhi
Dist. : Delhi
State : Delhi
Pin : 110 008

52.	Syndicate Bank Delhi CBSE, Patparganj Branch PS- 1-2, Institutional Area I.P. Extension, Patparganj, New Delhi, Dist: Delhi, State: Delhi, Pin : 110092	64.	Mylapore	Andhra Bank "Balaji House", 6, North Mada Street Mylapore, Chennai : 600 004.	Metro
53.	Syndicate Bank Delhi Pitam Pura Branch Aggarwal Chambers CD Block, Pitam Pura, New Delhi, Dist: Delhi, State Delhi, Pin : 110088	65.	Purasawalkam	Andhra Bank Dr. Rajivi Towers (Near Tank Madharsha) 231, Purasawalkam High Road, Chennai : 600 007.	Metro
54.	Syndicate Bank Etawah Branch 762, Harsh Nagar, Kutcheri Road, Etawah, Dist: Etawah State: Uttar Pradesh; Pin: 206001	66.	Saidapet	Andhra Bank 393, Anna Salai, Saidapet, Chennai : 600 015.	Metro
55.	Reserve Bank of India, Pandit Jawaharlal Nehru Road, Post Box No. 16, Bhubaneshwar- 751 001.	67.	Saligramam	Andhra Bank 21-C-Arunachalam Road, Saligramam Chennai : 600 093.	Metro
S. No.	Branch Name	Address of the Branch	Category		
56.	Adyar	Andhra Bank 30, First Main Road, Gandhi Nagar, Adyar, Chennai : 600 020.	Metro	68.	Sowcarpet
57.	Annanagar	Andhra Bank 995-JA, New No. 170 II Avenue, Annanagar Chennai : 600 040.	Metro	69.	Velacherry
58.	Avadi	Andhra Bank 7, O.C.F. Road, Avadi, Chennai : 600 054.	Metro	70.	Triplicane
59.	Basantnagar	Andhra Bank 34 & 36, 7th Avenue Basant Nagar Chennai : 600090.	Metro	71.	Washermanpet
60.	Chennai- Esplanade	Andhra Bank Wawoo Mansion 48/39 Rajaji Salai Chennai : 600001.	Metro	72.	Villivakkam
61.	Chetpet	Andhra Bank No. 1, Mayor Ramanathan Rd, Chetpet, Chennai : 600 031.	Metro	73.	Pammal
62.	Mowbrays Road	Andhra Bank 265, T.T.K. Road, Mowbrays Road, Chennai : 600 018.	Metro	74.	Satyamurthy Nagar
63.	Medavakam	Andhra Bank Old No.2/123 Perumbakam Main Road, S.No. 417/3, Sub Division 11A & 11B Medavakam Chennai : 601302.	Metro	75.	Senthil Nagar

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| 76. | Mogappair | Andhra Bank,
12C, EB Office Road,
Mogappair (East),
Chennai : 600 037 | Metro | 89. | Corporation Bank,
Vishakapatnam Branch,
26-15-26, Ground Floor, Main Road, Post Box
No. 100, Vishakhapatnam-530 001
Andhra Pradesh |
| 77. | Neelangarai | Andhra Bank,
No. 321, Karunanidhi
Salai, Kapaleeshwarar
Nagar, Neelangarai,
Chennai : 600 041 | Metro | 90. | Corporation Bank,
Kakinada Branch,
27-9-52, Savithri Mansions, Pulavarthi Vari
Street, Post Box No. 8,
Kakinada- 533 001. Andhra Pradesh |
| 78. | Keelkattalai | Andhra Bank,
85/23, Medavakkam
Main Road, Keelkattalai,
Chennai : 600 117 | Metro | 91. | Corporation Bank
Pedapulivarru Branch
2-16, Kosarajuvari Street,
Pedapulivarru-522 655.
Via Tenali Rms, Taluk :
Bhattiprolu Mandal,
District - Guntur, State- Andhra Pradesh |
| 79. | Andhra Bank,
Master's Junior College Premises,
2-7-158, Opp. Collectorate,
Collectorate Road Branch,
Karimnagar- 505001 | | | 92. | Corporation Bank,
Vijaywada-SN Puram Branch,
23-11-103,
Ground Floor, ,
Ward No. 20/1,
NP Road, Satyanarayanapuram,
Vijayawada-520 011
Andhra Pradesh |
| 80. | Andhra Bank,
Mandal Revenue Office Road,
Bheemgal Branch, Nizamabad- 503 301 | | | 93. | Corporation Bank,
Masulipatnam Branch,
11/572, Robertsonpet, P.B. No. 49,
Masulipatnam-521 001,
District-Krishna,
Andhra Pradesh |
| 81. | Andhra Bank,
3-1-389, Tukaram Complex, Ambedkar Road,
Vavilalal palli Branch, Karimnagar -505 001 | | | 94. | Corporation Bank,
Patibandla Branch,
D. No. 2/33, 4-II Ward Patibandla-522 402,
Pedakurapadu Mandal Taluk,
Guntur District,
Andhra Pradesh |
| 82. | Andhra Bank,
Near Sri Gyan Saraswati Temple, Basar Branch,
Basar, Adilabad. | | | 95. | Corporation Bank,
Kankatapalem Branch,
D. No. 3/21, Kankatapalem-522 317,
Guntur District,
Andhra Pradesh |
| 83. | Andhra Bank,
14-898, Goshala Road, Goshala Road Branch,
Bodhan, Nizamabad - 503185 | | | 96. | Corporation Bank,
Dulla Branch,
D. No. 5/176, Dulla-533 234,
Kadium Taluk,
East Godavari Dist.,
Andhra Pradesh |
| 84. | Andhra Bank,
Mankammathota, Mankammathota Branch,
Karimnagar- 505 002 | | | 97. | Corporation Bank,
Ongole Branch,
23-1-7-(1), Court Centre,
Gandhi Road, P.B. No. 29,
Ongole-523 001.
Prakasam Distric Andhra Pradesh |
| 85. | Corporation Bank,
Nellore Branch
D.No. 15/196, Gunturuvari St Brindavan,
Post Box No. 22, Nellore- 524 001 | | | | |
| 86. | Corporation Bank,
Vijayawada Main Branch,
Door No. 12-12-67, Harper Square R.R. Appa Rao
Street, Vijayawada- 520 001 | | | | |
| 87. | Corporation Bank,
Guntur Branch, Door No. 4-3-34, Behind Hindu
College, Grand Trunk Road, Guntur- 522 003 | | | | |
| 88. | Corporation Bank,
Rajahmundry Branch, 8-24-27, Main Road,
P.B. No. 57, V Ullithora St.,
Rajahmundry -533
101, East Godavari District,
Andhra Pradesh | | | | |

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| <p>98. Corporation Bank
Damaramadugu Branch
3/128/1, Main Road,
Damaramadugu-524 138
Kovur Mandal
Nellore District
Andhra Pradesh</p> <p>99. Corporation Bank
Gandepally Branch
5-81, Main Road, Gandepalli-533 294
East Godavari District
Andhra Pradesh</p> <p>100. Corporation Bank
Thondangi Branch
4-11, Danavaipet Road,
Thondangi-533 408 Tuni Taluk,
East Godavari District
Andhra Pradesh</p> <p>101. Corporation Bank
Aratlakatta Branch
D. No. 6/93,
First Floor
Karapa Mandal
Aratlakatta-533 016,
Karapa Taluk
East Godavari District
Andhra Pradesh</p> <p>102. Corporation Bank
Nagaram Branch
2-33, Main Road,
Nagaram-533 247
Rajole Taluk
East Godavari District
Andhra Pradesh</p> <p>103. Corporation Bank
P. Rayavaram Branch
1/74, Main Road,
P. Rayavaram-533 445
Via Gollaprolu,
Peddapuram Taluk
East Godavari District
Andhra Pradesh</p> <p>104. Corporation Bank
Mallavaram Branch
Door No. 1/65, Main Road,
Mallavaram-533 285
Gokavaram Taluk
East Godavari District
Andhra Pradesh</p> <p>105. Corporation Bank
Eluru Branch
22-B-13-19
Prasad Mansion,
V.P. Press Road,</p> | <p>Powerpet, Post Box No. 288,
Eluru-534 002
West Godavari District
Andhra Pradesh</p> <p>106. Corporation Bank
Vizianagaram Branch
8-1-180, 1st Floor,
Daba Gardens, Post Box No. 55,
M.G. Road, Vizianagaram-531 001
Vizianagaram District
Andhra Pradesh</p> <p>107. Corporation Bank
Adavinekkalam Branch
8-45, Vijayawada-Nuzvid
Main Road Via-Nunna,
Adavinekkalam-521 212
Krishna District
Andhra Pradesh</p> <p>108. Corporation Bank
Thimmapuram Branch
4-1-A, Main Road,
Thimmapuram-533 015
East Godavari District
Andhra Pradesh</p> <p>109. Corporation Bank
Bheemavaram Branch
104-1, Ground Floor,
Mohan Plaza, P.B. No. 6, J.P. Road
Bheemavaram-534 202
West Godavari District
Andhra Pradesh</p> <p>110. Corporation Bank
Tuni Branch
D. No. 8-11-11, Bellapu Street,
Tuni-533 401
East Godavari District
Andhra Pradesh</p> <p>111. Corporation Bank
Gotlam Branch
Gantyodaya Block,
Gotlam-531 203
Vizianagaram District
Andhra Pradesh</p> <p>112. Corporation Bank
Chirala Branch
D. No. 13-7-31, Polimera Road,
Chirala-523 155
Prakasham District
Andhra Pradesh</p> <p>113. Corporation Bank
Dwarakanagar-Visakhapatnam Branch
Pawan Towers,
D. No. 48-9-19, 1 Lane,
Dwaraka Nagar,
Visakhapatnam,
Andhra Pradesh</p> |
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114. Corporation Bank
Benz Circ. Vijayawada Branch
Door No. 40-9-76-3, Ground Floor,
Sai Nagar, NH-5,
Benz Circle,
Vijayawada-520 010
Andhra Pradesh
115. Corporation Bank
Tenali Branch
D. No. 16-2-8,
Ground Floor,
Opp. Town Church,
Bose Road,
Tenali-522 201
Guntur District
Andhra Pradesh
116. Corporation Bank
Madhura Nagar-Visakhapatnam Branch
49-12-18,
Sri Kapila Gopal Rao
Sri Krishna Vidya Mandira,
Madhura Nagar,
Visakhapatnam-530 016
Visakhapatnam District
Andhra Pradesh
117. Corporation Bank
Kakinada-Bhanugudi Branch
Police Welfare Complex,
Bhanugudi Junction,
Kakinada-533 033.
East Godavari District.
Andhra Pradesh
118. Corporation Bank
Tanuku Branch
Door No. 26-117, NSC Bose Road,
Tanuku-534 211
West Godavari District
Andhra Pradesh
119. Corporation Bank
Srikakulam Branch
Door No. 7-3-18/11,
Ground Floor,
Ramalakshman Theatre Junction,
Srikakulam-532 001
Srikakulam District
Andhra Pradesh
120. Corporation Bank
Kandukur Branch
Srirama Complex,
1 Floor Near Apsrtc Bus Stand,
Kandukur-523 105
Andhra Pradesh
121. Corporation Bank
Kankipadu Branch
Lock Road, Opp Panchayath Office,
Kankipadu-521 151
Krishna District,
Andhra Pradesh
122. Corporation Bank
Guntur-Arundalpet Branch
Door No. 6-4-108,
Ground Floor, 4/4,
Arundalpet, Guntur-522 002
Andhra Pradesh
123. Corporation Bank
Nellore-Dargametta Branch
Door No. 48-9-19,
LIC Divisional Office,
Dargametta,
Nellore-524 003 Andhra Pradesh
124. Corporation Bank
Akividu Branch 16-115 B,
Muslim Welfare Association Bldg,
Siddapuram Road,
Akividu-534 235
West Godavari District
Andhra Pradesh
125. Corporation Bank
Vizianagram L.T.B. Rd. Branch
L.I.C. of India, Tankbund Road,
Vizianagram-535 003
Andhra Pradesh
126. Corporation Bank
Gudlavalleru Branch
Main Road,
Gudlavalleru-521 356
Gudlavalleru Mandal,
Krishna Andhra Pradesh
127. Corporation Bank
Mini Caps-Vijayawada
Shivani Towers,
2nd Floor, Governorpet,
Vijayawada-520 002 Andhra Pradesh
128. Corporation Bank
Mini Caps-Vishakhapatnam
Pawan Towers,
D. No. 48-9-19,
I Floor, Dwarakanagar,
Visakhapatnam,
Andhra Pradesh
129. Corporation Bank
Cur. Chest Vijayawada
35-25-35, Dr. B. Rama Rao Street,
Suryarao Pet,
Vijayawada-520 002.
Andhra Pradesh

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| <p>130. Corporation Bank
Retail Hub-Vijayawada
Door No. 12-11-67,
Harper Square
R.R. Appa Rao Street,
Vijayawada-520 001.
Andhra Pradesh</p> <p>131. Corporation Bank
Retail Hub-Visakhapatnam
Pawan Towers,
D. No. 48-9-19,
I Floor, Dwarakanagar,
Visakhapatnam,
Andhra Pradesh</p> <p>132. Corporation Bank
Amalapuram Branch
7-2-27/1 Main Road,
Amalapuram-533 201.
East Godavari District.
Andhra Pradesh</p> <p>133. Corporation Bank
BILT Chemicals Limited
BILT Shopping Complex
Karwar-Binaga
Karwar-581 364</p> <p>134. Corporation Bank
Mini CAPS-Hubli First Floor
Moorusaviramath Press Building
N C M Hubli-580 029.</p> <p>135. Corporation Bank
Derabassi Branch
Paras Market
Chandigarh-Ambala Road
Derabassi
District : Mohali
Punjab-140 507</p> <p>136. Corporation Bank
Batala Branch
SCF-46-47
Leakwala Talab
Jalandhar Road
Batala
Punjab-143 505</p> <p>137. Corporation Bank
Rajpura Branch
Plot No. 99 A
LIC Jeevan Jyoti Building
Guru Nanak Colony
Rajpura
Punjab</p> <p>138. Corporation Bank
Jalandhar II Branch LIC Divisional Office
Ground Floor Jalandhar
Punjab-144 001</p> | <p>139. Corporation Bank
Opp.Lal Bagh Co-Operative Bank,
Manjalpur Main Road
Manjalpur
Vadodara-390 011</p> <p>140. Corporation Bank
Shri Bhaktinagar Swaminarayan Mandir
Nava Vas
Mankuva-370 030
(Distt-Bhuj)</p> <p>141. BO : Morta
Punjab National Bank
Meerut Road
Distt. Ghaziabad (U.P.)
Pin Code : 201003</p> <p>142. BO : K.K. Inter College
Punjab National Bank
Baghra
Distt. Muzaffarnagar (U.P.)
Pin Code : 251306</p> <p>143. Punjab National Bank
MICR Centre, Dharshala Road,
Distt. Gorakhpur (4526) U.P. - Pin- 273001</p> <p>144. Punjab National Bank
Regional Clearing Centre, Bank Road,
Distt. Gorakhpur (4532)
U.P. - Pin- 273001</p> <p>145. Punjab National Bank
B.O.- Vikas Bhawan, Civil Court Campus,
Distt. Gorakhpur (4755)
U.P. - Pin- 273001</p> <p>146. Punjab National Bank
BO-Civil Lines, MP Inter College Campus,
Distt. Gorakhpur (4756)
U.P. - Pin- 273001</p> <p>147. Punjab National Bank
BO-Betiahata, Near Nanglia Hbspital,
Distt. Gorakhpur (4758)
U.P. - Pin- 273001</p> <p>148. Punjab National Bank
BO-Fazil Nagar, Mahavir Inter
College Campus, Distt. Kushinagar
U.P. - Pin- 274408</p> <p>149. Punjab National Bank
B.O.-Banhara Road, Tamkuhi, Distt. Kushinagar
(4757)
U.P. - Pin- 274406</p> <p>150. Punjab National Bank
B.O.-Vikas Bhawan, Padrauna,
Distt. Kushinagar (4778)
U.P. - Pin- 274304</p> |
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Indore Vijay Nagar

151. Punjab National Bank
FF 36, Oppo., Meghdut Upvan, Vijay Nagar,
Indore M.P.
Pin-452010, 0731 2575385

Indore Goyal Nagar

152. Punjab National Bank
96/97, Manbhawan Nagar, Bangali Charuaha,
Ring Road Indore M.P.
Pin-452016, 0731 2595247

Branch Distinctive No. 4841

153. Punjab National Bank
1. Branch/Office : Manish Nagar. Jayanti
Mansion-III.
Manishnagar, Nagpur-440015, Tehsil : Nagpur,
District : Nagpur (Maharashtra)
154. Punjab National Bank
Branch: Suryanagar, Midcorporate Branch, 8- B
Kalamana Road, Suryanagar, Nagpur - 440008
(Maharashtra), Dist. No. 4204
155. Punjab National Bank
Office : Retail Hub, Mahajan Market, Sitabuldi
Nagpur - 440012
(Maharashtra), Dist. No. 5226
156. Punjab National Bank
Zonal Stationery Centre, K.P. Kesavamenon
Road,
Kozhikode (Kerala)
Pin- 673001
157. Punjab National Bank
12/853, Ground Floor, Kalyani Building
Bus Stand, Kuttippuram (Kerala)
Pin- 679571
158. Punjab National Bank
Ground Floor, Viaya Building, Near Meenchanda
Bus Stand, Meenchanda (Kerala)
Pin- 673525
159. Punjab National Bank
35/2240 A, M.G. Road, Ravipuram
Ernakulam (Kerala)
Pin- 682016
160. Punjab National Bank
Asset Recovery Management Branch, 40/1461,
Market Road, Ernakulam (Kerala)
Pin- 682011
161. Punjab National Bank
Edapally Pookatpady Road, Opp. Thrikkakara
Temple
Thrikkakara, Distt. Ernakulam (Kerala)
Pin- 682021

162. Punjab National Bank
Zonal Training Centre, 5th. Floor, Shatabdi
Bhavan
Mini Bypass Road, P. O. Govindapuram
Kozhikkode (Kerala) -673016

Circle Office, Mandi

163. Punjab National Bank
Branch Office: Bharol, District Mandi (Himachal
Pradesh)
Pin- 176126

Circle Office, Dharamshala

164. Punjab National Bank
Branch Office: Nurpur, District Kangra,
(Himachal Pradesh)
Pin- 176202

Circle Office, Karnal

165. Punjab National Bank
Branch Office: Kaithal, Timber Market,
District Kaithal (Haryana)
Pin- 136027
166. Punjab National Bank
Branch Office: Dhand, District Kaithal (Haryana)
Pin- 136020
167. Punjab National Bank
Branch Office: Markanda National College,
Shahbad
District Kurukshetra (Haryana)
Pin- 136135
168. Punjab National Bank
Branch Office: Kalayat, District Kalayat
(Haryana)
Pin- 136117

Indian Bank**State/Union Territory - New Delhi**

169. Indian Bank
Keerthi Nagar Branch, C-66, Keerthi Nagar
New Delhi- 110015
170. Indian Bank
Nayee Sarai, Bihar Sharees Branch,
Dist: Nalanda
Pin: 803101, State Bihar
171. Indian Bank
Radhika Market, Chapra Sivan Road,
Sivan Branch, Dist: Sivan
Pin: 841226, State Bihar
172. Indian Bank
Sharadha Complex, Dak Bangla Road
Hajipur Branch, Dist: Vishali
Pin: 844101, State Bihar

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| <p>173. Indian Bank
Golmuri Branch, T.K. Complex Teen Plate Chowk
Jamshedpur, Dist: Sinhabum
Pin: 831003, State Jharkand</p> <p>174. Indian Bank
Kadaru Branch, Trikuta Hill,
Kadaru Main Road,
Ranchi, Dist: Ranchi
Pin: 834002, State Jharkand</p> <p>State Bank of Patiala</p> <p>175. State Bank of Patiala
Region-I (P), Thakur Niwas
Patiala</p> <p>176. State Bank of Patiala
Region-II (P), Leela Bhawan
Patiala</p> <p>177. State Bank of Patiala
Region-III (P), Thakur Niwas
Patiala</p> <p>178. State Bank of Patiala
Region-IV (P), Leela Bhawan
Patiala</p> <p>179. State Bank of Patiala
Banur, Tehsil - Rajpura,
Patiala, Punjab</p> <p>180. State Bank of Patiala
Badshahpur, Anaj Mandi, Tehsil - Samana
Patiala, Punjab</p> <p>181. State Bank of Patiala
Devigarh,
Patiala, Punjab</p> <p>182. State Bank of Patiala
Gajewas, Tehsil - Samana
Patiala, Punjab</p> <p>183. State Bank of Patiala
Gulzarpur, Tehsil - Samana
Patiala, Punjab</p> <p>184. State Bank of Patiala
Bhadson,
Patiala, Punjab</p> <p>185. State Bank of Patiala
Balbehra
Patiala, Punjab</p> <p>186. State Bank of Patiala
Dudansadhan
Patiala, Punjab</p> <p>187. State Bank of Patiala
Ghagga, Tehsil - Samana
Patiala, Punjab</p> | <p>188. State Bank of Patiala
Gurditpura, P.O. Godaya Tehsil - Nabha
Patiala, Punjab</p> <p>189. State Bank of Patiala
Jalalpur, Tehsil - Rajpura
Patiala, Punjab</p> <p>190. State Bank of Patiala
Kakrala, Tehsil - Nabha
Patiala, Punjab</p> <p>191. State Bank of Patiala
Kheragajju, P.O. Murakpura,
Tehsil - Rajpura
Patiala, Punjab</p> <p>192. State Bank of Patiala
Nabha Grain Market
Patiala, Punjab</p> <p>193. State Bank of Patiala
Nabha Main
Patiala, Punjab</p> <p>194. State Bank of Patiala
Jandmangoli, Tehsil - Rajpura
Patiala, Punjab</p> <p>195. State Bank of Patiala
Karnalpur
Patiala, Punjab</p> <p>196. State Bank of Patiala
Manakpur
Patiala, Punjab</p> <p>197. State Bank of Patiala
Nabha H M M
Patiala, Punjab</p> <p>198. State Bank of Patiala
Nabha New Grain Market
Patiala, Punjab</p> <p>199. State Bank of Patiala
Patran
Patiala, Punjab</p> <p>200. State Bank of Patiala,
Rajpura K S M
Patiala, Punjab</p> <p>201. State Bank of Patiala
Rajpura Town
Patiala, Punjab</p> <p>202. State Bank of Patiala
Samana Main
Patiala, Punjab</p> <p>203. State Bank of Patiala,
Samana ADB,
Patiala, Punjab</p> |
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| 204. State Bank of Patiala,
Shambhukalan,
Patiala, Punjab | 220. State Bank of Patiala,
Dharampura Bazar - Branch
Patiala |
| 205. State Bank of Patiala,
Rajpura Grain Market,
Patiala, Punjab | 221. State Bank of Patiala,
Distt. Court - Branch
Patiala |
| 206. State Bank of Patiala,
Rajpura Main,
Patiala, Punjab | 222. State Bank of Patiala,
G.D.N.S - Branch
Patiala |
| 207. State Bank of Patiala,
Sanaur
Patiala, Punjab | 223. State Bank of Patiala
I.O.C - Branch, Near Railway Station
Patiala |
| 208. State Bank of Patiala,
Shutrana,
Patiala, Punjab | 224. State Bank of Patiala
Industrial Area - Branch
Patiala |
| 209. State Bank of Patiala,
Ghanaur,
Patiala, Punjab | 225. State Bank of Patiala
Model Town - Branch
Patiala |
| 210. State Bank of Patiala,
Theri, Punjabi University,
Patiala, Punjab | 226. State Bank of Patiala
NIS - Branch, Old Moti Bagh
Patiala |
| 211. State Bank of Patiala,
Region-II (P), Leela Bhawan
Patiala | 227. State Bank of Patiala
Old Police Line - Branch
Patiala |
| 212. State Bank of Patiala,
ADB - Branch, The Mall
Patiala | 228. State Bank of Patiala
PSEB - Branch
Patiala |
| 213. State Bank of Patiala,
Arya Samaj Branch, Press Road,
Patiala | 229. State Bank of Patiala
PER. BKG. - Branch,
Leela Bhawan Market
Patiala |
| 214. State Bank of Patiala,
Aurobindo Bhawan- Branch,
Patiala | 230. State Bank of Patiala
Punjabi University - Branch
Patiala |
| 215. State Bank of Patiala;
Bhupindra Nagar - Branch
Patiala | 231. State Bank of Patiala
Rajinder Hospital - Branch
Patiala |
| 216. State Bank of Patiala,
Bhadson Road - Branch
Patiala | 232. State Bank of Patiala
Sai Market - Branch
Patiala |
| 217. State Bank of Patiala,
Chowk Fort - Branch
Patiala | 233. State Bank of Patiala
Sanuri ADDA - Branch
Patiala |
| 218. State Bank of Patiala,
Patiala Cantt - Branch,
Cantt, Area
Patiala | 234. State Bank of Patiala
Service Branch - Branch Sai Market,
Patiala |
| 219. State Bank of Patiala,
D.C.W - Branch
Patiala | 235. State Bank of Patiala
State College of Education - Branch
Patiala |

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| <p>236. State Bank of Patiala
Thappar College - Branch, TIET
Patiala</p> <p>237. State Bank of Patiala
Treasury - Branch, SCF 129, Chhoti Baradari,
Patiala</p> <p>238. State Bank of Patiala
Tripari Saidan - Branch,
Patiala</p> <p>239. State Bank of Patiala
Y.P.S. - Branch,
Patiala</p> <p>240. State Bank of Patiala
Bhadurgar Escort - Branch,
Tehsil and Distt. Patiala</p> <p>241. State Bank of Patiala
Bhashiwala - Branch,
Tehsil and Distt. Patiala</p> <p>242. State Bank of Patiala
Chaila - Branch,
Tehsil and Distt. Patiala</p> <p>243. State Bank of Patiala
Don Kalan - Branch,
Tehsil and Distt. Patiala</p> <p>244. State Bank of Patiala
Kalyan - Branch,
Tehsil and Distt. Patiala</p> <p>245. State Bank of Patiala
Kauli - Branch,
Tehsil and Distt. Patiala</p> <p>246. State Bank of Patiala
Urban Estate - Branch, Phase-II
Patiala</p> <p>247. State Bank of Patiala
Ahmedgarh, Distt. Sangrur
Punjab</p> <p>248. State Bank of Patiala
Ahmedgarh, (Old Mandi) Distt. Sangrur
Punjab</p> <p>249. State Bank of Patiala
Amargarh V. & P.O. Amargarh,
Tehsil. Malerkotla
Distt. Sangrur, Punjab</p> <p>250. State Bank of Patiala
Amloh, P.O. Amloh Tehsil. Amloh,
Distt. Fatehgarh Sahib, Punjab</p> <p>251. State Bank of Patiala
Banbhora, V. P.O. Banbhora,
Distt. Sangrur, Punjab</p> | <p>252. State Bank of Patiala
Bassi Pathana (Main Branch) P.O. Bassi Pathana
Distt. Fatehgarh Sahib, Punjab</p> <p>253. State Bank of Patiala
Bassi Pathana, A.D.B., P.O. Bassi Pathana
Distt. Fatehgarh Sahib, Punjab</p> <p>254. State Bank of Patiala
Benra, V. P.O. Benra, Tehsil Dhuri
Distt. Sangrur, Punjab</p> <p>255. State Bank of Patiala
Bhassaur, V. P.O. Bhassaur, Tehsil Dhuri
Distt. Sangrur, Punjab</p> <p>256. State Bank of Patiala
Bhogiwal V. P.O. Bhogiwal, Tehsil Malerkotla
Distt. Sangrur, Punjab</p> <p>257. State Bank of Patiala
Burass, V.P.O. Burass,
Distt. Fatehgarh Sahib Punjab</p> <p>258. State Bank of Patiala
Chanarthal Kalan, V.P.O. Chanarthal Kalan, Tehsil
Sirhind Distt. Fatehgarh Sahib, Punjab</p> <p>259. State Bank of Patiala
Chunni Kalan, V.P.O. Cheenni Kalan, Distt.
Fatehgarh Sahib, Punjab</p> <p>260. State Bank of Patiala
Dhuri, P.O. Dhuri
Teshil & Distt. Dhuri, Punjab</p> <p>261. State Bank of Patiala.
Fatehgarh Sahib, Distt. Administration Complex,
Post Office Fatehgarh Sahib
Distt. Fatehgarh Sahib, Punjab</p> <p>262. State Bank of Patiala
Ghanauri Kalan, V. P.O. Ghanauri
Teshil & Distt. Dhuri, Punjab</p> <p>263. State Bank of Patiala
Mandi Gobundgarh (M), P. O. Gobundgarh
Distt. Fatehgarh Sahib Punjab</p> <p>264. State Bank of Patiala
Gobindgarh (Guru-ki-Nagri), P. O. Gobindgarh
Distt. Fatehgarh Sahib, Punjab</p> <p>265. State Bank of Patiala
Hathan, V. P.O. Hathan, Tehsil Dhuri
Distt. Sangrur, Punjab</p> <p>266. State Bank of Patiala
Jakhwali, V. P.O. Jakhwali,
Distt. Fatehgarh Sahib, Punjab</p> <p>267. State Bank of Patiala
Kanjla, V. P.O. Kanjla, Tehsil Dhuri
Distt. Sangrur, Punjab</p> |
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| 268. State Bank of Patiala
Katron, V. P.O. Katron, Tehsil Dhuri
Distt. Sangrur, Punjab | 287. State Bank of Patiala
Chhajli |
| 269. State Bank of Patiala
Khamano Mandi V. P. O. Khamano
Distt. Fatehgarh Sahib, Punjab | 288. State Bank of Patiala
Dhanaula |
| 270. State Bank of Patiala
Khanpur, V. P.O. Khanpur, Tehsil Malerkotla
Distt. Sangrur, Punjab | 289. State Bank of Patiala
Dharamgarh |
| 271. State Bank of Patiala
Kup Kalan V. P.O. Kup Kalan,
Tehsil Malerkotla
Distt. Sangrur, Punjab | 290. State Bank of Patiala
Dhaura |
| 272. State Bank of Patiala
Malerkotla (Main)
Distt. Sangrur Punjab | 291. State Bank of Patiala
Dirba |
| 273. State Bank of Patiala
Malerkotla (SSI) Branch
Distt. Sangrur Punjab | 292. State Bank of Patiala
Duggan |
| 274. State Bank of Patiala
Malerkotla (ADB Branch)
Distt. Sangrur Punjab | 293. State Bank of Patiala
Handiaya |
| 275. State Bank of Patiala
Mullowal, VPO Mullowal, Teh. Dhuri
Distt. Sangrur Punjab | 294. State Bank of Patiala
Jakhepal |
| 276. State Bank of Patiala
Shamshpur V. P. O. Shamshpur
Distt. Fatehgarh Sahib Punjab | 295. State Bank of Patiala
Kalagarh |
| 277. State Bank of Patiala
Sirhind City
Distt. Fatehgarh Sahib Punjab | 296. State Bank of Patiala
Khanauri |
| 278. State Bank of Patiala
Sirhind Mandi Branch
Distt. Fatehgarh Sahib Punjab | 297. State Bank of Patiala
Lehal Kalan |
| 279. State Bank of Patiala
Barnala (S.D. College) | 298. State Bank of Patiala
Lehragaga |
| 280. State Bank of Patiala
Barnala (Main) | 299. State Bank of Patiala
Longowal |
| 281. State Bank of Patiala
Barnala (ADB) | 300. State Bank of Patiala
Mandvi |
| 282. State Bank of Patiala
Bhadaur | 301. State Bank of Patiala
Mehal Kalan |
| 283. State Bank of Patiala
Bhattiwal Kalan | 302. State Bank of Patiala
Mehlan |
| 284. State Bank of Patiala
Bhawanigarh | 303. State Bank of Patiala
Moonak |
| 285. State Bank of Patiala
Chananwal | 304. State Bank of Patiala
Nadampur |
| 286. State Bank of Patiala
Cheema | 305. State Bank of Patiala
Sangrur (NGM) |
| | 306. State Bank of Patiala
Sangrur (MAIN) |
| | 307. State Bank of Patiala
Sehna |
| | 308. State Bank of Patiala
Sunam (HSHS) |
| | 309. State Bank of Patiala
Sunam Sme Br. (NGM) |
| | 310. State Bank of Patiala
Sunam |
| | 311. State Bank of Patiala
Sangrur Tapa |
| | 312. State Bank of Patiala
Ubhowal |
| | 313. State Bank of Patiala
Uppli |

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| 314. State Bank of Patiala
Zonal Office Guru Kanshi Marg Bathinda | 335. State Bank of Patiala
Kasauli Distt. - Solan (H. P.)- 173204 |
| 315. State Bank of Patiala
Milk Plant Dabwali Road Bathinda | 336. Oriental Bank of Commerce
Mahatma Gandhi Sewa Mandir Trust Building
S.V. Road, Opp. Talao Bandra (West), Mumbai-400050 |
| 316. State Bank of Patiala
Lehra Mohabbat | 337. Oriental Bank of Commerce
Moti Mahal Ground Floor-195 J. Tata Road,
Churchgate Mumbai-400020 |
| 317. State Bank of Patiala
Bharti Model School Rampura Phul | 338. Oriental Bank of Commerce
181-A, Maker Tower 'E', 18th Floor, Cuff Parade
Mumbai-400020 |
| 318. State Bank of Patiala
Guru Gobind Singh Medical College Faridkot | 339. Oriental Bank of Commerce
2, Arcade, World Trade Centre Cuff Parade
Mumbai-400005 |
| 319. State Bank of Patiala
Place Makhu Kotise Khan | 340. Oriental Bank of Commerce
Near Salvation School Alf Gokhle Road (South)
Dadar (West), Mumbai-400028 |
| 320. State Bank of Patiala
Goluwala Distt. Hanumangarh (R) | 341. Oriental Bank of Commerce
67, Bombay Samachar Marg Sonawala Building,
Fort Mumbai-400001 |
| 321. State Bank of Patiala
Jalalabad Road Mukatsar Distt. Mukatsar | 342. Oriental Bank of Commerce
Jash Chambers Near Amar Building, Sir. P.M.
Road, Fort Mumbai-400001 |
| 322. State Bank of Patiala
Jaitsar Distt. Sri Ganga Nagar | 343. Oriental Bank of Commerce
66, Guru Darshan N. S. Road-1, Vallabh Nagar
Society J.V.P.D. Scheme, Vile Parle (West)
Mumbai-400056 |
| 323. State Bank of Patiala
S.S.D. Girls College Amrik Singh Road Bathinda | 344. Oriental Bank of Commerce
Central Building No. 17/19 Bomanji Masterji Road
New Silk Bazar Near Kalbadevi Post Office
Mumbai-400002 |
| 324. State Bank of Patiala
Nehru Memorial College Mansa | 345. Oriental Bank of Commerce
Satkartar Building Flat No. 01, 101, S. V. Road
Khar (West), Mumbai-400052 |
| 325. State Bank of Patiala
Regional Office Ish Niketan, Near Timber House,
Cart Road, Shimla
Distt - Shimla (H.P.)- 171001 | 346. Oriental Bank of Commerce
1&2, Darvesh Chambers P.D. Hinduja Marg Khar
(West), Mumbai-400052 |
| 326. State Bank of Patiala
Sai Road, Baddi Distt. - Solan (H. P.)- 173205 | 347. Oriental Bank of Commerce
393, Sir Mangaldas House Lamington Road
Mumbai-400004 |
| 327. State Bank of Patiala
SDA Complex, Kasumpti Distt. - Shimla (H. P.)-
171009 | 348. Oriental Bank of Commerce
A.G.H. Chambers 379/382, Narsi Nath Street Katha
Bazar Mandvi, Mumbai-400009 |
| 328. State Bank of Patiala
Nalagarh (Main) Distt. - Solan (H. P.)- 174101 | 349. Oriental Bank of Commerce
"Matru Ashish", B-1, first Floor 29, Nepeansea
Road Laxmi Bai Jagmohan Marg Mumbai-400036 |
| 329. State Bank of Patiala
Nauni (Khaltoo) Distt. - Solan (H. P.)- 173230 | 350. Oriental Bank of Commerce
Unit No. 2, Maheshwari Mansion 34, Laxmi Bai
Jagmohan Marg Mumbai-400036 |
| 330. State Bank of Patiala
Kachha Tank, Nahan Distt. - Sirmour
(H. P.)- 173001 | |
| 331. State Bank of Patiala
The Mall, Solan Distt. - Solan (H. P.)- 173212 | |
| 332. State Bank of Patiala
Baroti (Parwanoo) Distt. - Solan (H. P.)- 173220 | |
| 333. State Bank of Patiala
Shimla (The Mall) Distt. - Simla (H. P.)- 171001 | |
| 334. State Bank of Patiala
Nalagarh (ADB) Solan Distt. - Solan
(H. P.)- 174101 | |

351. Oriental Bank of Commerce
Dalamal Towers "B" Wing, Ground Floor Nariman Point, Mumbai-400009
352. Oriental Bank of Commerce
Shreejee Chambers, Tata Road, No. 2, Opera House, Mumbai-400009
353. Oriental Bank of Commerce
Bhagvat Niwas, Ground Floor, Peddar Road Mumbai-400026
354. Oriental Bank of Commerce
Ajay Apartments, Opp. St. Tressa Convent School S.V. Road Santacruz (West), Mumbai-400054
355. Oriental Bank of Commerce
Mumbai Bazar Building, First Floor, Station Road Santacruz (West), Mumbai-400054
356. Oriental Bank of Commerce
Kamal Apartments Plot No. 68, Lokhandwala Complex, Versova, Off J.P. Road Andheri (West), Mumbai-400053
357. Oriental Bank of Commerce
Janki Devi Public School Plot No. 1, R.S.C.-6 Sardar Ballabh Bhai Patel Nagar, Andheri (West), Mumbai-400053
358. Oriental Bank of Commerce
Sterling Coop. Housing Society J.P. Road, 7 Banglow Garden, Andheri (West), Mumbai-400061
359. Oriental Bank of Commerce
Vile Parle (East) 71, Swagat, Nehru Road Vile Parle (East), Mumbai-400057
360. Oriental Bank of Commerce
Mahatma Gandhi Sewa Mandir Trust Building S.V. Road, Bandra Opp. Talao, Bandra (West), Mumbai-400050
361. Oriental Bank of Commerce
56-58, Mittal Chambers 5th Floor, Nariman Point Mumbai-400021

BANK OF MAHARASHTRA

"A" Region

362. Vidyadharanagar Jaipur Branch,
Bank of Maharashtra,
G-25, 26, 27 2B-25/26/27, Unnati Tower Central Spine, Jaipur 302 023 (Region : New Delhi)
363. Yamunavihar Delhi Branch,
Bank of Maharashtra,
C-4/74 -A Yamunavihar, Delhi -110053
(Region : New Delhi)

364. Jodhpur Chopasani Road Branch,
Bank of Maharashtra,
Plot No. 2 & 3, Second Pelia Complex, Chopasani Road, Jodhpur-342 008
(Region : Delhi)
365. Jabalpur Hospital Branch,
Bank of Maharashtra,
Jabalpur Hospital Research Centre
Napier Tower Russe Chowk, Jabalpur-482 002
(Region : Jabalpur)
366. Rudrapur Branch,
Bank of Maharashtra,
A-3 Ring Road Awaas Vikar Colony,
Rudrapur-263 153
(Region : Lucknow)
367. Gopalpur Bypass Jaipur Branch,
Bank of Maharashtra,
Jda Shop No. 14, Hans Marg, Mansarovar Link Road, Jaipur 302 008
(Region : New Delhi)
368. G. S. College, Jabalpur Branch,
Bank of Maharashtra,
G. S. College of Commerce & Economics, South Civil Lines, Jabalpur-482 001 (M.P.)
(Region : New Delhi)
369. Bareilly Branch,
Bank of Maharashtra,
Plot No. 2, Sarvodaya Nagar, Pilibhit Road, Bareilly-243 001
(Region : Lucknow)
370. Pratapnagar Jaipur Branch,
Bank of Maharashtra,
Plot No. 68 P 9, Sector 9, Sanganer Tank Road,
(Region : Delhi)
371. Katni Branch,
Bank of Maharashtra,
House No. 211, Ward No. 22, Hanumannagar Ghantaghar, Katni-483 501 (M.P.)
(Region : Jabalpur)
372. Gurgaon Sector 56 Branch,
Bank of Maharashtra,
S. Co. 86, Dist. Shopping Centre, Sector 56 Gurgaon-122 001
373. Dwarka West New Delhi Branch,
Bank of Maharashtra,
Hall F-1, First Floor, Plot No. 6, Sector-12 Dwarka, New Delhi - 110075
(Region : Delhi)
374. Indore Kanadia Road,
Bank of Maharashtra,
1-2, Shivshakti Nagar, Indore-452 001
(Region : Indore)

375. Govindgarh Branch,
Bank of Maharashtra,
Old Bus Stand Road, Near Post Office,
Govindgarh-303 712 Dist. Jaipur (Rajasthan)

“B” Region

376. Ghodbunder Road, Thane Branch,
Bank of Maharashtra,
Shop No. 8 & 9 Pride Park, Opp. Law Kims
Industries, Ghodbunder Road, Thane (West),
Thane - 400 607, Maharashtra
(Region : Thane)

377. Gandhidham Branch,
Bank of Maharashtra,
Plot No. 334, Ward No. 12-B, Ashirwad Complex,
Gandhidham-370 201 Dist. Kutch,
(Region : Ahmedabad)

378. Sector 38 D Chandigarh Branch,
Bank of Maharashtra,
SCO - 307 Chandigarh-160 038
(Region : Chandigarh)

379. Treasury & International Banking Branch,
Bank of Maharashtra,
23, Maker Chamber, 111 2nd Floor,
Nariman Point, Mumbai-400 021
(Region : Mumbai City)

380. Sonai Branch,
Bank of Maharashtra,
Dr. B. K. Sirsat Building, Ghodegaon Road,
At & Post Sonai Newasa
(Region : Ahmednagar)

381. Lower Parel Branch,
Bank of Maharashtra,
005/006 Amir Industrial Estate, Arum Mill
Compound, Mumbai-400 013
(Region : Mumbai City)

382. Shahid Bhagat Singh Ludhiana Branch,
Bank of Maharashtra,
SCF- 10 & 11, Main Market, S B S Road,
Ludhiana-141 002
(Region : Chandigarh)

383. Kharadi Pune Branch,
Bank of Maharashtra,
Shop 25 to 31, Ashok Nagar Bldg., S. No. 43,
Hissa No. 1+2/1/1 to 7, Kharadi - Hadapsar Road,
Pune-411 014
(Region : Pune City)

384. Hinjawadi Pune Branch,
Bank of Maharashtra,
Gat No. 243, Near KPIT Hinjawadi,
Tal. Mulshi, Pune-411 057
(Region : Pune Rural)

385. Government Business Branch,
Bank of Maharashtra,
Mahabank Bhawan, Munje Chowk, Sitabuldi,
Nagpur-440 012
(Region : Nagpur)

386. Ajnala Road Amritsar Branch,
Bank of Maharashtra,
U. K. International Building, Near Guru Das
Avenue, Airport Road, Amritsar-143 008
(Region : Chandigarh)

387. Hol Township Ozar Branch,
Bank of Maharashtra,
Hal Institute of Applied Electronics,
Stadium Shopping Complex, Ozar Township,
Dist. Nasik-422 206
(Region : Nasik)

388. Jaysingpur Branch,
Bank of Maharashtra,
9th Lane, Ghodawat Building, Near Ram Mandir,
Jaysingpur-416 101 Tal. Shirol, Dist. Kolhapur,
(Region : Kolhapur)

389. Wadia Hospital Campus Branch,
Bank of Maharashtra,
Wadia Hospital Campus, Railway Lines,
Solapur-413 001
(Region : Solapur)

390. Shivaji College Campus Parbhani Branch,
Bank of Maharashtra,
Ahuja Complex, Basmat Road, Parbhani
(Region : Latur)

391. Yogeshwari Ambejogai Branch,
Bank of Maharashtra,
Yogeshwari College Campus, Parel Road,
Ambejogai-431 517
(Region : Latur)

392. Lanja Branch,
Bank of Maharashtra,
1389, Sahakar Sankul, Mumbai-Goa Highway,
Lanja-Ratnagiri 416 701
(Region : Ratnagiri)

393. Pashan Pune Branch,
Bank of Maharashtra,
Sutar Icon Pandavnagar, Sus Road, Pashan,
Pune-411 021
(Region : Pune City)

394. Bavdhan Pune Branch,
Bank of Maharashtra,
Shreyas Eterna NDA-PASHAN Road, Near
Srikrishana Nagar, Bavdhan Pune-411 021
(Region : Pune City)

395. Vikrinagar Bhawan Mazgaon Branch,
Bank of Maharashtra,
Balwant Singh dodhi Marg, Mazgaon
mumbai-400010
(Region : Mumbai City)
396. Arvi Naka Road Wardha Branch,
Bank of Maharashtra,
Chintamani Bhawan Gandhinagar, Wardha-442001
(Region : Amravati)
397. Service Branch Kolhapur,
Bank of Maharashtra,
Khatik Samaj Building, 1408, C,
Laxmipuri Kolhapur,
(Region : Kolhapur)
398. Mantralaya Mumbai Branch,
Bank of Maharashtra,
Sachiwalaya, Mumbai-400 032
(Region : Mumbai City)
399. State Bank Of Mysore, Mulund Branch,
Shop No. L 3, Samruddhi Off LBS Marg
Near Mulund Telephone Exchange Mulund
(West) Mumbai -400 080
400. State Bank Of Mysore, Kharghar Branch,
Shree Tower Plot No. 16, Sector 20 Kharghar,
Navi Mumbai -410 210
401. State Bank Of Mysore, Vasai Branch,
Shop No. 1, 2 & 3, Richmond Town Phasel
Building No. 4, Bhabola Vasai (W) -401 202
Thane District
402. State Bank Of Mysore,
Currency Administration Cell-I Treasury Branch
Building, L. C. Road, Bangalore - 560001
403. State Bank Of Mysore,
Currency Administration Cell-I # 24, "Lalitha",
2nd Cross Sampige Road, Malleshwaram
Bangalore - 56000
404. State Bank Of Mysore,
Retail Asset Central Processing Cell (Prototype)
No. 305, 4th Cross 2nd Main, 8th Block, Jayanagar
Bangalore - 560070
405. State Bank Of Mysore,
Retail Asset Central Processing Cell (Pilot)
No. 8/6, 1st Floor Ranga Rao Road,
Shankarapuram
Bangalore - 560004
406. State Bank of Mysore,
Stressed Asset resolution Centre 1st Floor, Shri
Rama Seva Mandali Building 10th Cross, Wilson
Garden, Bangalore - 560027
407. State Bank of Mysore,
Small & Medium Entrepreneurs City Credit Centre
8/6, 2nd Floor Ranga rao Road, Shankarapuram
Bangalore - 560004
408. State Bank of Mysore,
Trade finance Central Processing Cell 1st Floor,
2nd Cross Sampige Road, Malleshwaram
Bangalore - 560003
409. State Bank of Mysore,
Delhi region Club Road Punjabi (West)
New Delhi - 110026
410. Retail Asset & Small Entrepreneur Credit Centre
State Bank of Mysore,
1st Floor, Janak Cinema Complex
'C' Block Pankha Road Janakpuri,
New Delhi - 110058
411. State Bank of Mysore,
Mumbai region No. 9445, Regional Office 2nd
Floor, Mahakali Caves Road Andheri (East)
Mumbai -400 093
412. Retail Asset & Small Entrepreneur-Credit Centre
State Bank of Mysore,
IV Floor, Mittal Court 'C' Wing, Nariman Point
Mumbai - 400 021
- Union Bank of India**
Name & Address of Branch /Office
Regional Office, Bhopal
413. Union Bank of India,
Arera Hills Branch Union Bank Bhavan 1513/1/1,
Arera Hills Bhopal (M.P.), 462011
414. Union Bank of India,
Hoshangabad Road Branch A 20, Aryan Tower;
Ahmedpur, Kalan, Bhopal (M.P.), 462026
415. Union Bank of India,
Thatipur Branch Primla Plaza, Gandhi Road,
Thatipur, Gwalior -474011
- Regional Office, Rewa**
416. Union Bank of India,
Sasan Branch, village Sasan, (Gadhara)
Post : Tiya, Police Station Waidhan
Distt : Singraluti (M.P.)
417. Union Bank of India,
University Road Branch Rewa Tirath Parisar
University Road, Anantpur, Rewa-486 001
Distt : Rewa (M.P.)
418. Union Bank of India,
Umariya Branch Station Road,, Ward No. 15.
Umariya 484661 Distt. Umariya (M.P.)

Regional Office, Jabalpur

419. Union Bank of India,
Khurai Branch Station Road, Hharai (M.P.)
Distt : Sagar, Pin-170117
420. Union Bank of India,
Pipariya Branch, Mohata Plot, Pipariya (M.P.)
Distt : Hoshangabad, Pin 475661

Regional Office, Lucknow

421. Union Bank of India,
P A C 35 Batalian Branch Mahanagar,
Lucknow
422. Union Bank of India,
Balrampur Branch, Janki Vallabh Complex,
Veer Vinay Chowk, Balrampur
423. Union Bank of India,
Gonda Branch, Near District Hospital, Gonda
424. Union Bank of India,
Fatehpur Branch, Kachhari Road, Fatehpur
425. Union Bank of India,
Sector O Branch, C M S, Sector O, Aliganj,
Lucknow

Regional Office, Patna

426. Union Bank of India,
Purnea Branch Eicher, Tractor Campus,
Jail Chowk, N. H. 31, Purnea
427. Union Bank of India,
Sagurja More Branch Near RPS More,
Beli Road, Patna

Regional Office, Rajkot

428. Union Bank of India,
150 ft. Ring Road Branch, Nakshtara-1,
Amin Marg Crossing, 150 ft Ring Road,
Rajkot (Gujarat)

Regional Office, Nagpur

429. Union Bank of India,
Washim Branch Balaji Complex, Patni Chowk
Washim -444505 (Maharashtra)
430. Union Bank of India,
Besa Branch Nagar, Plot No. 12/13, Tapasya
Building Gondwana Nagar, Manish Nagar
Main Road, Nagpur (Maharashtra)
431. Union Bank of India,
Wadi Branch, Plot No. 50, Amravati Road,
Wadi, Dist. Nagpur
432. Union Bank of India,
Desaiganj (Wadsa) Branch Kejadiwal Complex
Main Mr. Patel Ward, Desaiganj (Wadsa)
Dist. Gadchikholi (Maharashtra)

433. Union Bank of India,
Retail Assets Branch Maharashtra State Middle &
Higher Education Board Bhawan, (Near 1A)
Rabindranath Tagore Marg, Civil Lines, Nagpur
(Maharashtra)

Regional Office, Nasik

434. Union Bank of India,
Dondaicha Branch Ranimasaheb Plaza
Opp Bus Stand, Dondaicha Tal. Shindkheda,
Dist. : Dhule, Pin-425 408
435. Union Bank of India,
Shirpur Branch, 1601/01, Labag. Shirpur,
Dist. : Dhuliya (Maharashtra)
436. Union Bank of India,
Devpur (Dhuliya) Branch, SSVPS Shopping
Complex, Devpur (Dhuliya) Branch Pin -424 001.
Dist. : Dhuliya (Maharashtra)

Regional Office, Thane

437. Union Bank of India,
Tilak Nagar Branch, Chembur Shri Siddhivinayak
CHS. Ltd. Shop No.3, Building No. 19, Road
No. 12, Opp. Tilak Nagar Ground, Chembur,
Mumbai -40089
438. Union Bank of India,
Dombivli (East) Branch Siddhivinayk Darshan, A -
Wing, Ground Floor, Manpada Road, Sagon,
Dombivli (East),
Dist-Thane- 421 204

Regional Office, Pune

439. Union Bank of India,
Shirdi Branch Sri Saibaba Sansthan Shirdi,
Tahsil Rahta, Dist. Ahmednagar, Pin-423106
440. Union Bank of India,
Baner Branch, 74/75, P. K. Shroff Road,
Baner, Pune-411045
441. Union Bank of India,
Talegaon Dabhade Branch Sai Vihar Complex
Vadgaon- Chakan Road, Talegaon Dabhade
Pune-410507
442. Union Bank of India,
DSK Vishwa Branch 6, Vasudha, DSK Vishwa
Dhyari, Pune-411041
443. Union Bank of India,
Alandi Branch MAE Campus Alandi,
Dist. Pune-412 105
444. Union Bank of India,
Savadi Branch Near TV Tower,
Savadi-414 003, Dist. Ahmednagar

445. Union Bank of India,
Loni Kalbhori Branch, Opp HP Gate No. 2,
Loni Kalbhori-412 201, Distt. Pune

Regional Office, Kolhapur

446. Union Bank of India,
Satara Branch, Deeplaxmi Complex, Serve
No. 287/1 to 7/6, Shop Gata Nos. 1 to 4,
Radhika Road, Satara- 416 002
447. Union Bank of India,
Cross Road Solapur Branch, M/s. A.V. Pandhe,
Cross Road, Commercial Complex, E.P. Nos. 63, 67
A 672, Old Pune Road, Solapur-413 001
448. Union Bank of India,
Islampur Branch,
Om Sai Dattakrupa,
Serve No. 70/A/171 Ganesh Nagar,
Tal. Walawa, Dist. Sangli,
Islampur-415409
449. Union Bank of India,
Kodoli Branch, Kodgule Building,
Tal. Panhala, Dist. Kolhapur, Kodoli -416 114
450. Union Bank of India,
Karad Branch, Patil Heritage, 207/2 C, Shanivar
Peth, Datta Chowk, Dist. Satara

Regional Office, Mumbai (West)

451. Union Bank of India,
Borivali (East) Branch "Orchid", Ground Floor,
Shop Nos. 1 to 5, Carter Road No. 7, Borivali
(East), Mumbai
452. Union Bank of India,
Mira Road Branch, "Shri Park", Near Silver
Park, Mira Bhayander Road, Mira Road (East),
Dist. : Thane, Pin : 401 107

Regional Office, Belgaum

453. Union Bank of India,
Navnagar Branch, 44, Shivanand Nagar,
Navnagar, Hubli -580025,
Dist. Dharwad
454. Union Bank of India,
Raibaug Branch, TPC No. 1560, Near Police
Station, Raibaug- 591317,
Dist. Belgaum
455. Union Bank of India,
Bagalkot Branch, Plot No. 21, 19th Cross,
Engineering College Circle, Vidyagiri,
Bagalkot-587102, Dist. : Bagalkot
456. Union Bank of India,
Hirekerur Branch, TAPCMS Ltd., Building
Shiralakoppa Road, Hirekerur- 581 111
Distt. : Haveri (Karnataka)

Regional Office, Goa

457. Union Bank of India,
Carmona Branch, A/P, Carmona Salcete,
Goa-403717

Regional Office, Hyderabad

458. Union Bank of India,
Kukatpally Branch, Plot No. 324, Ground Floor,
Road No. 4, Opp. Ravindra Bharthi School,
K.P.H.B. Colony, Kukatpally, Hyderabad- 500 072
(Andhra Pradesh)
459. Union Bank of India,
Cash Management Services Branch,
Ground Floor, 6-1-57/14, Puplic Garden Road,
Saifabad Hyderabad -500 004 (A.P.)
460. Union Bank of India,
Regional Audit Office 2nd Floor, Jusbagh,
Lata Complex, Nampally,
Hyderabad - 500 001

Regional Office, Kolkata

461. Union Bank of India,
Andul Road Branch At- "Jyotish Arcade", First
Floor, 71/6, Danesh Shaikh Lane, Andul Road,
Post -Andul, Dist. : Howrah, West Bengal
Pin-711 109

Regional Office, Durgapur

462. Union Bank of India,
Regional Office, Durgapur UCP- 23,
Bengal Ambuja (North), Near City Centre,
PO : Durgapur, Distt. : Burdwan,
Durgapur-713 216 (WB)

Regional Office, Bangalore

463. Union Bank of India,
Hassan Branch, 746, Sri Siddeshwar Rice Mill
Premises, B. M. Road, Hassan-573 201
464. Union Bank of India,
Geleyarbalaga (Hesaraghatta) Branch 430,
AGB Housing Society III Stage, Chikkasandra,
Hesaraghatta Main Road, Bangalore-560090
465. Union Bank of India,
Rajrajeshwarinagar Branch No.2, 1st floor,
BEML Lay -Out, III Stage, Basweshwar Circle,
BEL Gate, Rajrajeshwarinagar, Bangalore-560098
466. Union Bank of India,
CMS Branch 116, 11th Cross,
Malleshwaram, Bangalore-560003
467. Union Bank of India,
Vijay Nagar Mysore Branch, # 333,
Railway Lay Out, Vijay Nagar,
Mysore-570017.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 8 जून, 2009

का.आ.1703.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, आकाशवाणी महानिदेशालय (सूचना और प्रसारण मंत्रालय) के निम्नलिखित अधीनस्थ केंद्रों/कार्यालयों, जिनके 80% से अधिक कर्मचारिवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :-

1. आकाशवाणी, हास्पेट ।
2. आकाशवाणी, बंगलूर ।
3. आकाशवाणी, बालाघाट ।
4. आकाशवाणी, अंगरतला ।
5. उच्च शक्ति प्रेषित्र, आलप्पुषा (आलप्पी)
6. आकाशवाणी, कुल्लू ।
7. आकाशवाणी, सांगली ।

[फा. सं. ई-11017/6/2007-हिंदी]

प्रियम्वादा, निदेशक (राजभाषा)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 8th June, 2009

S.O.1703.—In pursuance of Sub-Rule 4 of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under Directorate General of All India Radio (Ministry of Information and Broadcasting), more than 80% of the staff whereof have acquired the working knowledge of Hindi:—

1. All India Radio (AIR), Hospet
2. All India Radio (AIR), Bangalore
3. All India Radio (AIR), Balaghat
4. All India Radio (AIR), Agartala
5. High Power Transmitter (HPT), Alappuzha (Allepey)
6. All India Radio (AIR), Kullu
7. All India Radio (AIR), Sangli

[F. No. E-11017/6/2007-Hindi]

PRIYAMVADA, Director (O.L.)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 3 जून, 2009

का.आ.1704.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो द्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक में संशोधन किया गया है:

अनुसूची

क्र. सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 4021 : 1995	2, मई, 2009	31 मई, 2009
2.	आईएस 6198 : 1992	2 मई, 2009	31 मई, 2009
3.	आईएस 10451 : 1983	1, मई, 2009	31 मई, 2009

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे, तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं ।

[संदर्भ : सीईडी/राजपत्र]

ए. के. सैनी, वैज्ञानिक 'एफ' एवं प्रमुख (सिविल इंजीनियरी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 3rd June, 2009

S.O.1704.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the amendment to the Indian Standard, particulars of which is given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 4021 : 1995	2 May, 2009	31 May, 2009
2.	IS 6198 : 1992	2 May, 2009	31 May, 2009
3.	IS 10451 : 1983	1 May, 2009	31 May, 2009

Copy of the amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai, and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune Thiruvananthapuram.

[Ref: CED/Gazette]

A. K. SAINI, Sc. 'F' & Head (Civil Engg.)

नई दिल्ली, 4 जून, 2009

का.आ. 1705.—भारतीय मानक ब्यूरो नियम 1987 नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो

एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गये मानक (को) में संशोधन किया गया है/किये गये हैं :

अनुसूची

क्र. सं.	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 15500 (भाग 1 से 8): 2004 गहराई से पानी निकालने वाले हथियार, प्रयुक्त होने वाले पुर्जों और विशेष औजार-विशिष्ट	संशोधन नं. 2, मई, 2009	26 मई, 2009

इस संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे, तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमईडी/जी.-2:1]

टी. वी. सिंह, वैज्ञानिक 'ई' (यांत्रिक इंजीनियरिंग)

New Delhi, the 4th June, 2009

S.O. 1705.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 15500 (Pt 1 to 8): 2004 Deepwell - Handpumps components and special tools Specifications	Amendment No. 2 May, 2009	26 May, 2009

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai, and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune,

Thiruvananthapuram.

[Ref: MED/G-2:1]

T. V. SINGH, Scientist-'E' (Mechanical Engineering)

नई दिल्ली, 9 जून, 2009

का.आ.1706.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्र. सं.	स्थापित भारतीय मानक (को) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिरिक्त भारतीय मानक, अथवा मानकों यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)

(1)	(2)	(3)	(4)
1.	आई एस 2041: 2009 मध्यम और अल्प ताप उपयोग के दाब पात्रों के लिए इस्पात प्लेटें-विशिष्ट (तीसरा पुनरीक्षण)	2041: 1995	1 अगस्त, 2009

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे, तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 4/टी.-47]

श्री पी. घोष, वैज्ञानिक 'ई' एवं प्रमुख (एमटीडी)

New Delhi, the 9th June, 2009

S.O. 1706.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of Indian Standards if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 2041: 2009-Steel plates for pressure vessels used at moderate and low temperature-Specification (Third Revision)	2041: 1995	1 August, 2009

Copy of this Standard is available for sale with the

Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai, and also Branch Offices : Ahmedabad,

Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 4/T-47]

SHRI P. GHOSH, Scientist-'E' & Head (MTD)

कोयला मंत्रालय

नई दिल्ली, 8 जून, 2009

का.आ. 1707.—केंद्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र में की भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः अब, केंद्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/338 तारीख 13 मार्च, 2009 का निरीक्षण कलक्टर, कोरबा (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, कार्डिसल हाऊस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उप-धारा (7) में निर्दिष्ट सभी तथ्यों, कर्तव्यों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी या विभागाध्यक्ष (राजस्व) साऊथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) को भेजेंगे।

अनुसूची

जदराज ब्लाक दूसरा विस्तार, कुसमुण्डा क्षेत्र, जिला—कोरबा (छत्तीसगढ़)

रेखांक संख्या—एसईसीएल/बीएसपी/जीएम (पीएलजी)/भूमि/338 तारीख 13 मार्च, 2009

(क) राजस्व भूमि :-

क्रम संख्या	ग्राम	पटवारी हल्का संख्या	ग्राम संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	रिस्दी	36	367	कटघोरा	कोरबा	142.249	संपूर्ण
2.	पडनिया	36	364	कटघोरा	कोरबा	249.810	संपूर्ण
3.	पाली	36	365	कटघोरा	कोरबा	131.498	संपूर्ण
4.	जदराज	36	369	कटघोरा	कोरबा	27.534	भाग-पूर्वोक्षण रहित
5.	सोनपुरी	36	368	कटघोरा	कोरबा	265.960	भाग

कुल क्षेत्र:—817.051 हेक्टर (लगभग) या 2018.938 एकड़ (लगभग)

(ख) वन भूमि

क्रम संख्या	वन का नाम	वन का प्रकार	खण्ड	जिला	क्षेत्र हेक्टर में	टिप्पण
1.	पडनिया	राजस्व वन	कटघोरा	कोरबा	0.051	संपूर्ण
2.	पाली	राजस्व वन	कटघोरा	कोरबा	0.194	संपूर्ण
3.	सोनपुरी	राजस्व वन	कटघोरा	कोरबा	29.186	भाग
4.	रिस्दी	राजस्व वन	कटघोरा	कोरबा	18.518	संपूर्ण

कुल :—47.949 हेक्टर (लगभग) या 118.48 एकड़ (लगभग)

कुल : योग (क+ख) :—817.051 + 47.949 = 865.000 हेक्टर (लगभग)

या 2018.933 + 118.48 = 2137.413 एकड़ (लगभग)

एम. शहाबुद्दीन, अवर सचिव

[illegible]

(B) Forest Land:—

Sl. No.	Name of Forest	Type of Forest	Division	District	Area in Hectares	Remarks
1	2	3	4	5	6	7
1.	Padania	Revenue Forest	Katghora	Korba	0.051	Full
2.	Pali	Revenue Forest	Katghora	Korba	0.194	Full
3.	Sonpuri	Revenue Forest	Katghora	Korba	29.186	Part
4.	Risdi	Revenue Forest	Katghora	Korba	18.518	Full
Total : 47.949 hectares (approximately) or 118.48 Acres (approximately)						

Grand Total (A+B) :— 817.051 + 47.949 = 865.000 hectares (Approximately)

OR 2018.933 + 118.48 = 2137.413 Acres (Approximately)

BOUNDARY DESCRIPTION :—

- A-B Line starts from point 'A' and passes along common boundary of villages Risdi-Khodri, Risdi-Churali and meets at point 'B'.
- B-C Line passes along common boundary of villages Risdi-Amgaon and meets at point 'C'.
- C-D Line passes along common boundary of villages Risdi-Japdi and meets at point 'G'.
- D-E Line passes along the common boundary of villages Padania-Japdi and meets at point 'E'.
- E-F Line passes along the common boundary of villages Padania-Khairbhanua and meets at point 'F'.
- F-G Line passes along the common boundary of villages Sonpuri-Khairbhanua and meets at point 'G' on the western bank of Hasdeo River.
- G-H Line passes along with western bank of Hasdeo River and meets at point 'H'.
- H-I-J Line passes through eastern part of village Sonpuri, Point 'I' then along partly common boundary of villages Sonpuri-Jatraj and meets at point 'J'.
- J-K-L Line passes along the western bank of Hasdeo River then through Point 'K' and village Jatraj and meets at point 'L' on the common boundary of villages Jatraj-Barkut.
- L-M-N Line passes along partly common boundary of villages Jatraj-Barkut, Point "M" then along common boundary of villages Padania-Barkut and meets at point 'N'.
- N-O Line passes along common boundary of villages Pali-Barkut and meets at point 'O'.
- O-A Line passes along common boundary of villages Risdi-Durpa and meets at starting point 'A'.

[No. 43015/12/2009-PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 9 जून, 2009

का.आ. 1708.—केन्द्रीय सरकार को यह प्रतीत होता है, कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त किए जाने की संभावना है :-

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले रेखांक सं. सी-1(ई)III/जेजेएमआर/773-1208, तारीख 31 दिसम्बर, 2008 का निरीक्षण, वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल एस्टेट, सिविल लाईन्स, नागपुर-440001 (महाराष्ट्र) के कार्यालय में या मुख्य

महाप्रबंधक (एक्सप्लोरेशन), केन्द्रीय खान, योजना और डिजाईन संस्थान, गोंडवाना प्लेस, काँके रोड, राँची के कार्यालय में या कोयला नियंत्रक, 1, कार्जसिल हाऊस स्टीट कोलकाता के कार्यालय में या जिला कलेक्टर, चंद्रपुर (महाराष्ट्र) के कार्यालय में किया जा सकता है;

इस अधिसूचना के अंतर्गत आने वाली भूमि में, हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेज को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर, मुख्य महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, माजरी क्षेत्र, पोस्ट कुचना, तहसील वरोरा, जिला चंद्रपुर-442503 (महाराष्ट्र) या विशेष कार्याधिकारी (भूमि और राजस्व) वेस्टर्न कोलफील्ड्स लिमिटेड, राजस्व विभाग, कोल एस्टेट, सिविल लाईन्स, नागपुर-440001 (महाराष्ट्र) को भेजेंगे।

अनुसूची

दोरवासा ओ. सी. विस्तारण खंड

माजरी क्षेत्र

जिला चंद्रपुर (महाराष्ट्र)

रेखांक संख्या सी.-1(ई) III/जेजेएमआर/773-1208 तारीख 31 दिसम्बर, 2008

भाग-1

क्रम संख्या	ग्राम का नाम	पटवारी सर्कल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1	पीपरी	30	भद्रावती	चंद्रपुर	5.12	भाग
2	तेलवासा	28	भद्रावती	चंद्रपुर	73.68	भाग
कुल क्षेत्र: 78.80 हेक्टर (लगभग)						

भाग-2

क्रम संख्या	ग्राम का नाम	पटवारी सर्कल संख्या	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1	तेलवासा	28	भद्रावती	चंद्रपुर	0.24	भाग
कुल क्षेत्र: 0.24 हेक्टर (लगभग)						

कुल क्षेत्र:	भाग-1	+	भाग-2			
	78.80	+	0.24	=	79.04 हेक्टर (लगभग)	
				या	195.30 एकड़ (लगभग)	

सीमा वर्णन :-भाग-1

क-ख रेखा, ग्राम दोरवासा और ग्राम तेलवासा की सम्मिलित ग्राम सीमा पर बिन्दु 'क' से आरंभ होती है, फिर ग्राम तेलवासा में और सड़क से होकर गुजरती है, सड़क पार करती है, फिर ग्राम तेलवासा से होकर गुजरती है, फिर ग्राम तेलवासा तथा ग्राम पीपरी की सम्मिलित ग्राम सीमा से होकर गुजरती है और ग्राम पीपरी से होकर बिन्दु 'ख' पर मिलती है।

ख-ग: रेखा ग्राम पीपरी से होकर गुजरती है, फिर ग्राम पीपरी और ग्राम तेलवासा की सम्मिलित ग्राम सीमा को पार करती है, फिर ग्राम तेलवासा से होकर गुजरती हुई बिन्दु 'ग' पर मिलती है।

ग-घ: रेखा ग्राम तेलवासा से होकर गुजरती है और सड़क पार करती है, फिर सड़क से होकर गुजरती है और ग्राम तेलवासा तथा ग्राम दोरवासा की सम्मिलित ग्राम सीमा पर बिन्दु 'घ' पर मिलती है।

घ-क: रेखा ग्राम तेलवासा तथा ग्राम दोरवासा की सम्मिलित ग्राम सीमा पर आरंभिक बिन्दु 'क' पर मिलती है।

सीमा वर्णन:- भाग-2

ड-च: रेखा ग्राम तेलवासा में बिन्दु 'ड' से आरम्भ होती है और बिन्दु 'च' पर मिलती है।

च-छ: रेखा ग्राम तेलवासा से गुजरती है, सड़क पार करती है और बिन्दु 'छ' पर मिलती है।

छ-ड: रेखा ग्राम तेलवासा से गुजरती है, सड़क पार करती है और आरंभिक बिन्दु 'ड' पर मिलती है।

[फा. सं. 43015/6/2009-पी.आर.आई.डब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 9th June, 2009

S.O. 1708.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing Number : C-1(E)III/JJMR/773-1208 dated the 31st December, 2008 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) or at the office of the Chief General Manager, (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Kolkata or at the office of the District Collector, Chandrapur (Maharashtra);

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Office of the Chief General Manager, Western Coalfields Limited, Majri Area, Post Kuchna, Tahsil Warora, District Chandrapur, 442503 (Maharashtra) or Officer on Special Duty (Land and Revenue), Western Coalfields Limited, Revenue Department, Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Dhorwasa OC Expansion Block

Majri Area

District-Chandrapur (Maharashtra)

(Plan number C-1(E)III/JJMR/773-1208 dated 31st December, 2008).

PART-I

Sl. No.	Name of Village	Patwari circle Number	Tahsil	District	Area in Hectares	Remarks
1	Pipri	30	Bhadrawati	Chandrapur	5.12	Part
2	Telwasa	28	Bhadrawati	Chandrapur	73.68	Part

Total area : 78.80 hectares (approximately)

PART-II

Sl. No.	Name of Village	Patwari circle Number	Tahsil	District	Area in Hectares	Remarks
1	Telwasa	28	Bhadrawati	Chandrapur	0.24	Part

Total area : 0.24 hectares (approximately)

TOTAL : PART-I + PART-II

78.80 + 0.24

=
or

79.04 Hectares (approximately)

195.30 Acres (approximately)

BOUNDARY DESCRIPTION :—PART-I

A-B Line starts from point 'A' along the common village boundary of villages Dhorwasa and Telwasa then proceeds in village Telwasa and passes along the Road, crosses Road, and passes through village Telwasa.

Then passes along the common village boundary of villages Telwasa and Pipri, then line proceeds through village Pipri and meets at point 'B'.

B-C Line passes through village Pipri, crosses common village boundary of villages Pipri and Telwasa, then proceeds in village Telwasa and meets at point 'C'.

C-D Line passes through village Telwasa, crosses Road, then passes along the Road and meets on common village boundary of village Telwasa and Dhorwasa at point 'D'.

D-A Line passes along the common village boundary of villages Telwasa and Dhorwasa and meets at starting point 'A'.

BOUNDARY DESCRIPTION :—PART-II

E-F Line starts from point 'E' in village Telwasa, and passes through village Telwasa and meets at point 'F'.

F-G Line passes through village Telwasa, crosses Road, and meets at point 'G'.

GE Line passes through village Telwasa, crosses Road, and meets at starting point 'E'.

[F. No. 43015/6/2009-PRIW-1]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 9 जून, 2009

का.आ. 1709.—केंद्रीय सरकार, को यह प्रतीत होता है, कि इससे उपाबद्ध अनुसूची में उल्लिखित परिक्षेत्र की भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः अब, केंद्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों को प्रयोग करते हुए, उसमें कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अन्तर्गत आने वाले रेखांक सं. सी-1(ई)III/ जी.आर./ 780-0309 तारीख 30 मार्च, 2009 का निरीक्षण वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग), कोल एस्टेट, सिविल लाईन्स, नागपुर 440 001 (महाराष्ट्र) के कार्यालय में या मुख्य महाप्रबंधक (खोज प्रभाग), सेंट्रल माइन प्लानिंग एंड डिजाइन इंस्टिट्यूट, गोंडवाना प्लेस, काँके रोड, राँची के कार्यालय में या कोयला नियंत्रक, 1, काऊंसिल हाऊस स्ट्रीट, कोलकाता के कार्यालय में या जिला कलक्टर, छिन्दवाड़ा (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अन्तर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर, मुख्य महाप्रबंधक, वेस्टर्न कोलफील्ड्स लिमिटेड, पेंच क्षेत्र, डाकखाना परासिया, तहसील परासिया, जिला छिन्दवाड़ा (मध्य प्रदेश) या मुख्य खनन इंजीनियर (भूमि और राजस्व) वेस्टर्न कोलफील्ड्स लिमिटेड, राजस्व विभाग, कोल एस्टेट, सिविल लाईन्स नागपुर-440 001 (महाराष्ट्र) को भेजेंगे।

अनुसूची

जमुनिया ब्लॉक पेंच क्षेत्र, तहसील परासिया, जिला—छिन्दवाड़ा (मध्य प्रदेश)

[रेखांक संख्या—सं. सी-1(ई)III/ जी.आर./ 780-0309 तारीख 30 मार्च, 2009]

क्रम संख्या	ग्राम का नाम	पटवारी सर्कल संख्या	बंदोबस्त संख्या	तहसील	जिला	क्षेत्रफल हेक्टर में	टिप्पण
1	जमुनिया	18	192	परासिया	छिन्दवाड़ा	407.00	भाग

कुल क्षेत्र : 407.00 हेक्टर (लगभग)

या 1005.70 एकड़ (लगभग)

सीमा वर्णन :-

क-ख रेखा, ग्राम जमुनिया में बिन्दु 'क' से आरंभ होती है, और ग्राम जमुनिया से होती हुई ग्राम जमुनिया और ग्राम पायली की सम्मिलित ग्राम सीमा पर बिन्दु 'ख' पर मिलती है।

ख-ग: रेखा ग्राम जमुनिया तथा ग्राम पायली की सम्मिलित ग्राम सीमा के साथ गुजरती है, और ग्राम जमुनिया, ग्राम पायली तथा नेहारिया आरक्षित वन कैम्प सं. 740 के त्रीसंगमीय बिन्दु 'ग' पर मिलती है।

ग-घ: रेखा ग्राम जमुनिया तथा ग्राम नेहारिया आरक्षित वन कैम्प नम्बर 740 की सम्मिलित सीमा के साथ गुजरती है और ग्राम जमुनिया, ग्राम नेहारिया तथा ग्राम उरधन के त्रीसंगमीय बिन्दु 'घ' पर मिलती है।

- घ-ड. : रेखा ग्राम जमुनिया में उरधन खंड की विधमान बाहरी सीमा से गुजरती हुई बिन्दु 'ड.' पर मिलती है।
 ड-क : रेखा ग्राम जमुनिया से गुजरती हुई आरम्भिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/13/2009-पी.आर.आई.डब्ल्यू-1]

एम. शाहाबुद्दीन, अवर सचिव

New Delhi, the 9th June, 2009

S.O. 1709.—Whereas, it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-Section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act.), the Central Government hereby gives notice of its intention to prospect for coal therein;

The plan bearing number C-1 (E) III/GR/780-0309 dated the 30th March, 2009 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur - 440 001 (Maharashtra) or at the office of the Chief General Manager (Exploration Division), Central Mine Planning and Design Institute, Gondwana Place, Kanke Road, Ranchi or at the office of the Coal Controller, 1, Council House Street, Kolkata or at the office of the District Collector, Chhindwara (Madhya Pradesh).

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of Section 13 of the said Act to the Office of the Chief General Manager, Western Coalfields Limited, Western Coalfields Limited, Pench Area, Post Parasia, Tahsil Parasia, District Chhindwara (Madhya Pradesh) or Chief Mining Engineer (Land and Revenue), Western Coalfields Limited, Revenue Department, Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE
JAMUNIA BLOCK
PENCH AREA
TAHSIL PARASIA, DISTRICT CHHINDWARA
(MADHYA PRADESH)

(Plan number C-1(E)III/GR/780-0309 dated the 30th March, 2009)

Sl. No.	Name of village	Patwari circle number	Settlement	Tahsil	District	Area in Hectares	Remarks
1	Jamunia	18	192	Parasia	Chhindwara	407.00	Part

Total area : 407.00 Hectares (approximately)
or

1005.70 Acres (approximately)

Boundary Description :—

- A-B : Line starts from point 'A' in village Jamunia and passes through village Jamunia and meets on common village boundary of villages Jamunia and Payali at Point 'B'.
- B-C : Line passes along the common village boundary of villages Jamunia and Payali and meets on trijunction of village Jamunia, village Payali and Neharia Reserve Forest Camp No. 740 at point 'C'.
- C-D : Line passes along the common boundary of village Jamunia and Neharia Reserve Forest Camp No. 740 and meets on trijunction of village Jamunia, Neharia and Urdhan at Point 'D'.
- D-E : Line passes through village Jamunia along the existing outer boundary of Urdhan Block and meets at Point 'E'.
- E-A : Line passes through village Jamunia and meets at starting Point 'A'.

[F.No. 43015/13/2009-PRIW-I]
 M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 15 जून, 2009

का. आ. 1710.-केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1686(अ) तारीख 30 सितम्बर, 2007 जो भारत सरकार के राजपत्र, भाग 2, खंड 3, उपखण्ड (ii) तारीख 1 अक्टूबर, 2007 को प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि और ऐसी भूमि में या उस पर के सभी अधिकारों के अर्जन के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और झारखण्ड सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 466.73 हेक्टर (लगभग) या 1153.32 एकड़ (लगभग) मापवाली भूमि में के सभी अधिकार अर्जित किये जाने चाहिए;

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि तृतीय चरण में अनुसूची में यथावर्णित 466.73 हेक्टर (लगभग) या 1153.32 एकड़ (लगभग) मापवाली भूमि में या ऐसी भूमि पर के सभी अधिकार अर्जित किये जाते हैं।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एनटीपीसी/सीएम/07/माईनिंग/003 तारीख 10 दिसम्बर, 2008 का निरीक्षण उपायुक्त, हजारीबाग (झारखण्ड राज्य) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाऊस स्ट्रीट, कोलकाता - 700001 के कार्यालय में या उप महाप्रबंधक (मानव संसाधन), एनटीपीसी लिमिटेड, पकरी बरवाडीह कोल माईनिंग प्रोजेक्ट, लक्ष्मी पेट्रोल पंप के सामने, नवाबगंज, हजारीबाग-825301 (झारखण्ड) के कार्यालय में या उप महाप्रबंधक, (सी.एम.-सिविल) कोल माईनिंग और कोल वाशरीज डिवीजन, एनटीपीसी लिमिटेड, पीडीआईएल भवन, वेस्ट विंग, प्रथम तल, प्लॉट सं. ए-14, सेक्टर-1, नोएडा-201301 के कार्यालय में किया जा सकता है।

अनुसूची

पकरी बरवाडीह कोल माईनिंग प्रोजेक्ट,

उत्तरी करनपुरा कोल क्षेत्र,

हजारीबाग झारखण्ड

रेखांक संख्या:- एनटीपीसी/सीएम/07/माईनिंग/003 तारीख 10 दिसम्बर, 2008

तृतीय चरण

सभी अधिकार

(क) राजस्व भूमि

क्रम सं.	ग्राम	थाना सं.	थाना	जिला	क्षेत्रफल		टिप्पणी
					हेक्टेयर	एकड़	
1.	दाडीकलां	51	बडकागांव	हजारीबाग	58.31	144.08	भाग
2.	चेपाखुर्द	53	बडकागांव	हजारीबाग	56.18	138.82	पूर्ण
3.	आराहरा	55	बडकागांव	हजारीबाग	68.79	170.00	भाग
4.	पकरी बरवाडीह	56	बडकागांव	हजारीबाग	39.90	98.59	भाग
5.	बडकागांव	57	बडकागांव	हजारीबाग	51.02	126.07	भाग
6.	लंगातु	58	बडकागांव	हजारीबाग	111.86	276.41	भाग
कुल योग (लगभग)					386.06	953.97	

(ख) वन भूमि (अधिसूचित/गैर-अधिसूचित/जंगल-झाड़ी):-

क्रम सं.	ग्राम	थाना सं.	थाना	जिला	क्षेत्रफल		टिप्पणी
					हेक्टेयर	एकड़	
1.	पकरी बरवाडीह	56	बडकागांव	हजारीबाग	51.73	127.82	भाग
2.	लंगातु	58	बडकागांव	हजारीबाग	28.94	71.53	भाग
कुल योग (लगभग)					80.67	199.35	

सारांश :—

- (क) कुल राजस्व भूमि— : 386.06 हेक्टर (लगभग) = 953.97 एकड़ (लगभग)
 (ख) कुल वन भूमि— : 80.67 हेक्टर (लगभग) = 199.35 एकड़ (लगभग)
 (ग) सकल योग (क + ख) — : 466.73 हेक्टर (लगभग) = 1153.32 एकड़ (लगभग)

अर्जित किये जाने वाले राजस्व भूमि प्लॉटों की सूची :—

(1) दाड़ीकलां :- 1028, 1088 से 1106, 1110 से 1142, 1151 से 1214, 1216, 1219, 1224 से 1226, 1280 से 1305, 1311 से 1316, 1328 से 1331, 1333, 1334, 1337 से 1573, 1593 से 1640, 1655 से 1671, 1673, 1674, 1707, 1708, 1712 से 1927, 1942 से 1962, 1973, 1976 ।

(2) चेपाखुर्द :- 185, 186, 211 से 280, 352 से 356, 359 से 668, 670, 671, 681 से 1112, 1117 से 1119 ।

(3) आराहरा :- 1376 से 1602, 1606 (भाग), 1618 से 1622, 1626 से 1639, 1641 से 1987, 2000, 2001, 2005 से 2009, 2144 से 2165, 2167 से 2178, 2180, 2181, 2183, 2184, 2187 ।

(4) पकरी बरवाडीह :- 255 से 302, 310, 311, 348, 350 से 372, 382, 383, 385 से 387, 389, 390, 500 से 643, 647 (भाग), 648 से 884, 886 से 912, 914 से 1040, 1433 से 1439, 1441, 1719 से 1740, 1745 से 1899, 1901 से 1917, 1934, 2498, 2517 ।

(5) बडकागांव :- 1 से 122, 155, 157 से 195, 288 (भाग), 289 से 431, 438, 439, 505 से 527, 543 से 572, 658 से 660 ।

(6) लंगातु :- 5, 6, 7, 177 से 179, 196 से 220, 223 से 225, 239, 240, 283, 285 से 323, 324 (भाग), 325 से 494, 521 से 523, 526 से 537, 539 (भाग), 686 से 689, 691, 852, 867 से 870, 872 से 912, 920 से 933, 1538, 1674 से 1694, 1723 से 1773, 1878 से 1911, 1913, 1914, 1916 से 1921, 1923 से 2099, 2129 से 2159, 2305, 2379, 2380, 2389 से 2433, 2435 से 2438, 2500 से 2524, 3818 से 3824, 3831, 3837, 3838 ।

अर्जित किये जाने वाले वन प्लॉटों की सूची :—

1. पकरी बरवाडीह :- 349, 384, 388, 391, 885, 913, 1440, 1744, 1900, 1951

2. लंगातु :- 538, 1912, 1915, 1922, 2173 ।

चरण — III के अधीन अर्जित किये जाने वाले ब्लॉक का सीमा वर्णन

खंड — क का सीमा वर्णन

1. रेखा क-क1 :- रेखा ग्राम दाड़ीकलां के उत्तरी-पश्चिमी किनारे पर स्थित बिन्दु 'क' से प्रारम्भ होती है तथा उत्तर-पूर्व की ओर बढ़ते हुए ग्राम दाड़ीकलां के प्लॉट संख्या 1140, 1139, 1028, 1138 एवं 1137 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क1" पर समाप्त होती है ।

2. रेखा क1-क2 :- रेखा ग्राम दाड़ीकलां के उत्तरी किनारे पर स्थित बिन्दु "क1" से प्रारम्भ होती है तथा दक्षिण-पूर्व की तरफ बढ़ते हुए ग्राम दाड़ीकलां के प्लॉट संख्या 1137, 1136, 1134, 1135, 1127, 1110, 1109, 1104, 1106, 1105, 1103, 1099, 1098, 1097, 1094, 1093, 1091, 1089 एवं 1088 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क2" पर समाप्त होती है ।

3. रेखा क2-क3 :- रेखा ग्राम चेपाखुर्द के उत्तरी-पश्चिमी किनारे पर स्थित बिन्दु "क2" से प्रारम्भ होती है तथा दक्षिण-पूर्व की तरफ बढ़ते हुए ग्राम दाड़ीकलां के प्लॉट संख्या 222, 220, 219, 218, 216, 211, 256, 186, 185, 256, 260, 270, 271, 272, 278, 279, 280, 372, 362 एवं 361 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क3" पर समाप्त होती है ।

4. रेखा क3-क4 :- रेखा ग्राम चेपाखुर्द के पश्चिमी किनारे पर स्थित बिन्दु "क3" से प्रारम्भ होती है तथा पूर्व की तरफ बढ़ते हुए ग्राम चेपाकलां के प्लॉट संख्या 359, 356, 354, 353, 352, 667, 670, 1118, 671, 681 एवं 682 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क4" पर समाप्त होती है ।

5. रेखा क4-क5 :- रेखा ग्राम आराहरा के पश्चिमी किनारे पर स्थित बिन्दु "क4" से प्रारम्भ होती है तथा पूर्व की तरफ बढ़ते हुए ग्राम आराहरा के प्लॉट संख्या 1379, 1378, 1377, 1376, 1606, 1599, 1600, 1601, 1602, 1640, 1626, 1627, 1622, 1619, 1618,

1619, 1620, 1621, 1619, 1622, 1628, 1630, 1631, 1644, 1645, 1646, 1650, 1651, 1652, 1653, 1654, 1655, 1656 एवं 1988 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क5" पर समाप्त होती है।

6. रेखा क5 - क6 :- रेखा ग्राम पकरी बरवाडीह के पश्चिमी किनारे पर स्थित बिन्दु "क5" से प्रारम्भ होती है तथा दक्षिण-पूर्व की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 205, 277, 273, 272, 271, 270, 255, 263, 256, 257, 258, 262, 277, 259, 277, 260, 282, 286, 289, 290, 291, 292, 301, 205 एवं 388 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क6" पर समाप्त होती है।

7. रेखा क6 - क7 :- रेखा ग्राम पकरी बरवाडीह के उत्तरी-पश्चिमी किनारे पर स्थित बिन्दु "क6" से प्रारम्भ होती है तथा दक्षिण-पूर्व की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 388, 310, 311, 383, 382, 370, 371, 372, 357, 356, 355, 356, 357, 353, 354, 349, 348, से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क7" पर समाप्त होती है।

8. रेखा क7 - क8 :- रेखा ग्राम पकरी बरवाडीह के पूर्वी किनारे पर स्थित बिन्दु "क7" से प्रारम्भ होती है तथा दक्षिण की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 391, 1900, 647 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क8" पर समाप्त होती है।

9. रेखा क8 - क9 :- रेखा ग्राम पकरी बरवाडीह के पूर्वी किनारे पर स्थित बिन्दु "क8" से प्रारम्भ होती है तथा दक्षिण-पूर्व की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 647, 649, 651, 643, 641, 640, 639, 638, 637, 605, 604, 603, 602, 601, 596, 595, 594, 591, 590, 581, 580, 579, 577, 576, 575, 574 एवं 552 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क9" पर समाप्त होती है।

10. रेखा क9 - क10 :- रेखा ग्राम पकरी बरवाडीह के पूर्वी किनारे पर स्थित बिन्दु "क9" से प्रारम्भ होती है तथा दक्षिण-पूर्व की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 552, 553 एवं 552 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क10" पर समाप्त होती है।

11. रेखा क10 - क11 :- रेखा ग्राम पकरी बरवाडीह के पूर्वी किनारे पर स्थित बिन्दु "क10" से प्रारम्भ होती है तथा दक्षिण-पूर्व की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 552, 500, 502, 509 एवं 885 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क11" पर समाप्त होती है।

12. रेखा क11 - क12 :- रेखा ग्राम पकरी बरवाडीह के पूर्वी किनारे पर स्थित बिन्दु "क11" से प्रारम्भ होती है तथा दक्षिण की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 885 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क12" पर समाप्त होती है।

13. रेखा क12 - क13 :- रेखा ग्राम पकरी बरवाडीह के पूर्वी किनारे पर स्थित बिन्दु "क12" से प्रारम्भ होती है तथा दक्षिण-पूर्व की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 885, 913 एवं 912 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क13" पर समाप्त होती है।

14. रेखा क13 - क14 :- रेखा ग्राम पकरी बरवाडीह के पूर्वी किनारे पर स्थित बिन्दु "क13" से प्रारम्भ होती है तथा दक्षिण की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 912 एवं 1440 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क14" पर समाप्त होती है।

15. रेखा क14 - क15 :- रेखा ग्राम पकरी बरवाडीह के दक्षिण-पूर्व किनारे पर स्थित बिन्दु "क14" से प्रारम्भ होती है तथा उत्तर-पश्चिम की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 1440, 1441, 1436, 1434, 1433, 962, 969, 971, 972, 973, 980, 981, 982, 983, 984, 985, 986, 993, 994, 1000, 1002, 1006, 1007, 1011, 1020, 1021, 1022, 1023, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1035, 1036, 1040, 1038, 782, 781, 780, 778, 776, 775 एवं 764 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क15" पर समाप्त होती है।

16. रेखा क15 - क16 :- रेखा ग्राम पकरी बरवाडीह के दक्षिणी किनारे पर स्थित बिन्दु "क15" से प्रारम्भ होती है तथा उत्तर-पश्चिम की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 763, 762, 761, 760, 759, 758, 701, 700, 698, 697, 691, 690, 689, 688, 685, 684 एवं 659 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क16" पर समाप्त होती है।

17. रेखा क16 - क17 :- रेखा ग्राम पकरी बरवाडीह के दक्षिणी किनारे पर स्थित बिन्दु "क16" से प्रारम्भ होती है तथा दक्षिण-पश्चिम की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 647, 1835, 1828, 1827, 1814, 1813, 1811, 1810, 1778, 1777, 1776, 1775, 1774, 1773, 1768, 1772, 1771, 1770, 1769, 1756, 1755, 1726, 1725, 1723, 1722, 1719 एवं 1740 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क17" पर समाप्त होती है।

18. रेखा क17 - क18 :- रेखा ग्राम पकरी बरवाडीह के दक्षिणी किनारे पर स्थित बिन्दु "क17" से प्रारम्भ होती है तथा उत्तर की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 1740, 1744, 1788, 1789, 1792, 1793, 1794, एवं 1795 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क18" पर समाप्त होती है।

19. रेखा क18 - क19 :- रेखा ग्राम पकरी बरवाडीह के दक्षिणी-पश्चिमी किनारे पर स्थित बिन्दु "क18" से प्रारम्भ होती है तथा पश्चिम की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 1795, 1796, 1798, 1951, 1916, 1917, 1914, एवं 1934 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क19" पर समाप्त होती है।

20. रेखा क19 - क20 :- रेखा ग्राम पकरी बरवाडीह के पश्चिमी किनारे पर स्थित बिन्दु "क19" से प्रारम्भ होती है तथा दक्षिण की तरफ बढ़ते हुए ग्राम पकरी बरवाडीह के प्लॉट संख्या 1934 एवं ग्राम लंगातु के प्लॉट संख्या 539 से गुजरती हुई उक्त ग्राम लंगातु में स्थित बिन्दु "क20" पर समाप्त होती है।

21. रेखा क20 - क21 :- रेखा ग्राम बड़कागांव के उत्तरी किनारे पर स्थित बिन्दु "क20" से प्रारम्भ होती है तथा दक्षिण-पूर्व की तरफ बढ़ते हुए ग्राम बड़कागांव के प्लॉट संख्या 1, 11, 15, 16, 17, 18, 19, 20, 359, 360, 361, 364 एवं 365 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क21" पर समाप्त होती है।

22. रेखा क21 - क22 :- रेखा ग्राम बड़कागांव के पूर्वी किनारे पर स्थित बिन्दु "क21" से प्रारम्भ होती है तथा दक्षिण-पूर्व की तरफ बढ़ते हुए ग्राम बड़कागांव के प्लॉट संख्या 365, 366, 367, 368, 409, 411, 412, 414, 415, 416, 417, 659 एवं 660 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क22" पर समाप्त होती है।

23. रेखा क22 - क23 :- रेखा ग्राम बड़कागांव के पूर्वी किनारे पर स्थित बिन्दु "क22" से प्रारम्भ होती है तथा पश्चिम की तरफ बढ़ते हुए ग्राम बड़कागांव के प्लॉट संख्या 660, 658, 421, 429, 430, 431, 438, 439, 507, 506, 505, 524, 525, 526, 527, 543, 572 एवं 360 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क23" पर समाप्त होती है।

24. रेखा क23 - क24 :- रेखा ग्राम बड़कागांव के पश्चिमी किनारे पर स्थित बिन्दु "क23" से प्रारम्भ होती है तथा उत्तर-पश्चिम की तरफ बढ़ते हुए ग्राम बड़कागांव के प्लॉट संख्या 360, 288, 192, 193, 194, 195, 155, 157, 158, 122 एवं 1 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क24" पर समाप्त होती है।

25. रेखा क24 - क25 :- रेखा ग्राम लंगातु के पूर्वी किनारे पर स्थित बिन्दु "क24" से प्रारम्भ होती है तथा उत्तर-पश्चिम की तरफ बढ़ते हुए ग्राम लंगातु के प्लॉट संख्या 539, 538, 526, 523, 522, 521, 522, 523, 526, 527, 529, 530, 534, 491, 494, 474, 473, 283, 285, 293, 324, 240, 239, 225, 224, 223, 326, 220, 196, 197, 3831, 202, 203, 204, 205, 179, 178, 177, 7, 5 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क25" पर समाप्त होती है।

26. रेखा क25 - क26 :- रेखा ग्राम चेपाखुर्द के दक्षिणी किनारे पर स्थित बिन्दु "क25" से प्रारम्भ होती है तथा उत्तर-पश्चिम की तरफ बढ़ते हुए ग्राम चेपाखुर्द के प्लॉट संख्या 1072 एवं ग्राम दाडीकलां के प्लॉट संख्या 1956, 1955, 1954, 1953, 1950, 1949, 1942, 1712, 1708, 1707, 1671, 1673, 1674, 1666 एवं 1655 से गुजरती हुई उक्त ग्राम दाडीकलां में स्थित बिन्दु "क26" पर समाप्त होती है।

27. रेखा क26 - क27 :- रेखा ग्राम दाडीकलां के पश्चिमी किनारे पर स्थित बिन्दु "क26" से प्रारम्भ होती है तथा उत्तर-पश्चिम की तरफ बढ़ते हुए ग्राम दाडीकलां के प्लॉट संख्या 1639, 1640, 1593, 1573, 1337, 1338, 1334 एवं 1333 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क27" पर समाप्त होती है।

28. रेखा क27 - क28 :- रेखा ग्राम दाडीकलां के पश्चिमी किनारे पर स्थित बिन्दु "क27" से प्रारम्भ होती है तथा उत्तर की तरफ बढ़ते हुए ग्राम दाडीकलां के प्लॉट संख्या 1333, 1331, 1330, 1329, 1328, 1316, 1314, 1313, 1311, 1305, 1302, 1301, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1214, 1213 एवं 1216 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क28" पर समाप्त होती है।

29. रेखा क28 - क :- रेखा ग्राम दाडीकलां के पश्चिमी किनारे पर स्थित बिन्दु "क28" से प्रारम्भ होती है तथा उत्तर-पूर्व की तरफ बढ़ते हुए ग्राम दाडीकलां के प्लॉट संख्या 1216, 1219, 1224, 1225, 1226, 1213, 1151, 1152, 1153, 1142 एवं 1140 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "क" पर समाप्त होती है।

खंड - ख की सीमा वर्णन

1. रेखा ख - ख1 :- रेखा ग्राम लंगातु के पश्चिमी किनारे पर स्थित बिन्दु "ख" से प्रारम्भ होती है तथा पूर्व की तरफ बढ़ते हुए ग्राम लंगातु के प्लॉट संख्या 927, 931, 930, 933, 867, 870, 872, 873, 874 एवं 875 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "ख1" पर समाप्त होती है।

2. रेखा ख1 - ख2 :- रेखा ग्राम लंगातु के पश्चिमी किनारे पर स्थित बिन्दु "ख1" से प्रारम्भ होती है तथा पूर्व की तरफ बढ़ते हुए ग्राम लंगातु के प्लॉट संख्या 878, 852, 880, 881, 882, 885, 2403, 2040, 689, 688, 687, 691, 686, एवं 2173 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "ख2" पर समाप्त होती है।

3. रेखा ख2 - ख3 :- रेखा ग्राम लंगातु के पूर्वी किनारे पर स्थित बिन्दु "ख2" से प्रारम्भ होती है तथा दक्षिण की तरफ बढ़ते हुए ग्राम लंगातु के प्लॉट संख्या 2173, 2305, 2157, 2158, 2159, 2359 एवं 2389 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "ख3" पर समाप्त होती है।

4. रेखा ख3 - ख4 :- रेखा ग्राम लंगातु के पूर्वी किनारे पर स्थित बिन्दु "ख3" से प्रारम्भ होती है तथा दक्षिण-पश्चिम की तरफ बढ़ते हुए ग्राम लंगातु के प्लॉट संख्या 2389, 2380, 2379, 2403, 2427, 2428, 2429, 2430, 2433, 2432, 2435, 2436, 2438, 2500, 2501, 2520, 2521, 2524, 2523, 2522 एवं 2142 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "ख4" पर समाप्त होती है।

5. रेखा ख4 - ख5 :- रेखा ग्राम लंगातु के दक्षिणी किनारे पर स्थित बिन्दु "ख4" से प्रारम्भ होती है तथा उत्तर-पश्चिम की तरफ बढ़ते हुए ग्राम लंगातु के प्लॉट संख्या 2142, 2137, 3136, 2129, 2099, 2097, 2094, 2093, 2092, 2090, 1880, 1879, 1878, 1771 एवं 1768 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "ख5" पर समाप्त होती है।

6. रेखा ख5 - ख6 :- रेखा ग्राम लंगातु के दक्षिणी किनारे पर स्थित बिन्दु "ख5" से प्रारम्भ होती है तथा उत्तर-पश्चिम की तरफ बढ़ते हुए ग्राम लंगातु के प्लॉट संख्या 1768, 1538, 1751, 1750, 1738, 1723, 1724, 1725 एवं 1726 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "ख6" पर समाप्त होती है।

7. रेखा ख6 - ख :- रेखा ग्राम लंगातु के पश्चिमी किनारे पर स्थित बिन्दु "ख6" से प्रारम्भ होती है तथा उत्तर-पूर्व की तरफ बढ़ते हुए ग्राम लंगातु के प्लॉट संख्या 1692, 1694, 1693, 1691, 1689, 1686, 1685, 1674, 912, 921, 920, 924, 925, 926 एवं 927 से गुजरती हुई उक्त ग्राम में स्थित बिन्दु "ख" पर समाप्त होती है।

[संख्या 43015/7/2005-पी.आर.आई.डब्ल्यू- I (जिल्द- IV)]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 15th June, 2009

S.O. 1710.—Whereas, by the notification of the Government of India in the Ministry of Coal number S.O. 1686 (E) dated the 30th September, 2007 issued under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India, Extra Ordinary, Part-II, Section-3, sub-section (ii) dated the 1st October 2007, the Central Government gave notice of its intention to acquire the lands and all rights in or over such lands specified in the Schedule appended to that notification;

And, whereas the competent authority in pursuance of Section 8 of the said Act, has made his report to the Central Government;

And, whereas, the Central Government, after considering the report aforesaid and after consulting the Government of Jharkhand, is satisfied that the lands measuring 466.73 hectares (approximately) or 1153.32 acres (approximately) as described in the Schedule appended hereto, should be acquired;

Now, therefore in exercise of the powers conferred by sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby declares that the lands measuring 466.73 hectares (approximately) or 1153.32 acres (approximately) and all rights in or over such lands as described in the Schedule are hereby acquired in phase-III.

The plan bearing number NTPC/CM/07/MIN/003 dated the 10th December, 2008 of the areas covered by this notification may be inspected in the office of the Deputy Commissioner, Hazaribag (Jharkhand State) or in the office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or in the office of the DGM (HR) Pakri Barwadih Coal Mining Project, NTPC Limited, Opp. Laxmi Petrol Pump, Nawabganj, Hazaribag - 825301 (Jharkhand) or in the office of the DGM (CM-Civil), Coal Mining and Coal Washeries Division, NTPC Limited, PDIL Building, West Wing, First Floor, Plot No. A-14, Sector-I, Noida - 201301.

SCHEDULE

PAKRI BARWADIH COAL MINING BLOCK
NORTH KARANPURA COALFIELDS,
HAZARIBAG, JHARKHAND

Plan number NTPC/CM/07/MIN/003 dated the 10th December, 2008

PHASE-III

ALL RIGHTS

(A) REVENUE LAND

Sl No.	Village	Thana No.	Thana	District	Area in Hectares	Area in Acres	Remark
1.	Dadikalan	51	Barkagaon	Hazaribagh	58.31	144.08	Part
2.	Chepakburd	53	Barkagaon	Hazaribagh	56.18	138.82	Full
3.	Arahara	55	Barkagaon	Hazaribagh	68.79	170.00	Part
4.	Pakri Barwadih	56	Barkagaon	Hazaribagh	39.90	98.59	Part
5.	Barkagaon	57	Barkagaon	Hazaribagh	51.02	126.07	Part
6.	Langatu	58	Barkagaon	Hazaribagh	111.86	276.41	Part
Total (approximately)					386.06	953.97	

(B) FOREST LAND (Notified/Un-Notified/Jungle-Jhadi):—

Sl No.	Village	Thana No.	Thana	District	Area in Hectares	Area in Acres	Remark
1.	Pakri Barwadih	56	Barkagaon	Hazaribagh	51.73	127.82	Part
2.	Langatu	58	Barkagaon	Hazaribagh	28.94	71.53	Part
Total (approximately)					80.67	199.35	

SUMMARY:

(A). TOTAL REVENUE LAND: 386.06 hectares (approximately)=953.97 acres (approximately)

(B). TOTAL FOREST LAND: 80.67 hectares (approximately)=199.35 acres (approximately)

GRAND TOTAL (A+B) 466.73 hectares (approximately)=1153.32 acres (approximately)

LIST OF REVENUE PLOTS ACQUIRED:

1. Village Dadikalan:—1028, 1088 to 1106, 1110 to 1142, 1151 to 1214, 1216, 1219, 1224 to 1226, 1280 to 1305, 1311 to 1316, 1328 to 1331, 1333, 1334, 1337 to 1573, 1593 to 1640, 1655 to 1671, 1673, 1674, 1707, 1708, 1712 to 1927, 1942 to 1962, 1973, 1976.

2. Village Chepakburd:—185, 186, 211 to 280, 352 to 356, 359 to 668, 670, 671, 681 to 1112, 1117 to 1119.

3. Village Arahara:—1376 to 1602, 1606 (Part), 1618 to 1622, 1626 to 1639, 1641 to 1987, 2000, 2001, 2005 to 2009, 2144 to 2165, 2167 to 2178, 2180, 2181, 2183, 2184, 2187.

4. Pakri Barwadih:—255 to 302, 310, 311, 348, 350 to 372, 382, 383, 385, to 387, 389, 390, 500 to 643, 647 (Part), 648 to 884, 886 to 912, 914 to 1040, 1433 to 1439, 1441, 1719 to 1740, 1745 to 1899, 1901 to 1917, 1934, 2498, 2517.

5. Barkagaon:—1 to 122, 155, 157 to 195, 288 (Part), 289 to 431, 438, 439, 505 to 527, 543 to 572, 658 to 660.

6. Village Langatu:—5, 6, 7, 177 to 179, 196 to 220, 223 to 225, 239, 240, 283, 285 to 323, 324 (Part), 325 to 494, 521 to 523, 526 to 537, 539 (Part), 686 to 689, 691, 852, 867 to 870, 872 to 912, 920 to 933, 1538, 1674 to 1694, 1723 to 1773, 1878 to 1911, 1913, 1914, 1916 to 1921, 1923 to 2099, 2129 to 2159, 2305, 2379, 2380, 2389 to 2433, 2435 to 2438, 2500 to 2524, 3818 to 3824, 3831, 3837, 3838.

LIST OF FOREST PLOTS ACQUIRED:—

1. **Pakri Barwadih:-** 349, 384, 388, 391, 885, 913, 1440, 1744, 1900, 1951.

2. **Village Langatu:-** 538, 1912, 1915, 1922, 2173.

Boundary Description of the area to be notified for Phase-III

Boundary Description for "Part-A"

(1) Line A-A1: The line starts at point 'A' located on North-West corner of village Dadikalan which moves towards North-East passing through plot nos. 1140, 1139, 1028, 1138, 1137 of the village Dadikalan and ends at Point 'A1'.

(2) Line A1-A2: The line starts at point 'A1' located on North corner of Village Dadikalan which moves towards South-East passing through plot nos. 1137, 1136, 1134, 1135, 1127, 1110, 1109, 1104, 1106, 1105, 1103, 1099, 1098, 1097, 1094, 1093, 1091, 1089, 1088, of the village Dadikalan and ends at point 'A2'.

(3) Line A2-A3: The line starts at point 'A2' located on North West corner of village Chepakhurd which moves towards South-East passing through plot nos. 222, 220, 219, 218, 216, 211, 256, 186, 185, 256, 260, 270, 271, 272, 278, 279, 280, 372, 362, 361 of the village Chepakhurd and ends at point 'A3'.

(4) Line A3-A4: The line starts at point 'A3' located on West corner of village Chepakhurd which moves towards East passing through plot nos. 359, 356, 354, 353, 352, 667, 670, 1118, 671, 681, 682, of the village Chepakalan and ends at point 'A4'.

(5) Line A4-A5: The line starts at point 'A4' located on West corner of village Arahara which moves towards East passing through plot nos. 1379, 1378, 1377, 1376, 1606, 1599, 1600, 1601, 1602, 1640, 1626, 1627, 1622, 1619, 1618, 1619, 1620, 1621, 1619, 1622, 1628, 1630, 1631, 1644, 1645, 1646, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1988 of the village Arahara and ends at point 'A5'.

(6) Line A5-A6: The line starts at point 'A5' located on West corner of village Pakri Barwadih which moves towards South-East passing through plot nos. 205, 277, 273, 272, 271, 270, 255, 263, 256, 257, 258, 262, 277, 259, 277, 260, 282, 286, 289, 290, 291, 292, 301, 205, 388 of the village Pakri Barwadih and ends at point 'A6'.

(7) Line A6-A7: The line starts at point 'A6' located on North- West corner of village Pakri Barwadih which moves towards South-East passing through plot nos. 388, 310, 311, 383, 382, 370, 371, 372, 357, 356, 355, 356, 357, 353, 354, 349, 348, of the village Pakri Barwadih and ends at point 'A7'.

(8) Line A7-A8: The line starts at point 'A7' located on East corner of village Pakri Barwadih which moves towards South-East passing through plot nos. 391, 1900, 647, of the village Pakri Barwadih and ends at point 'A8'.

(9) Line A8-A9: The line starts at point 'A8' located on East corner of village Pakri Barwadih which moves towards South-East passing through plot nos. 647, 649, 651, 643, 641, 640, 639, 638, 637, 605, 604, 603, 602, 601, 596, 595, 594, 591, 590, 581, 580, 579, 577, 576, 575, 574, 552, of the village Pakri Barwadih and ends at point 'A9'.

(10) Line A9-A10: The line starts at point 'A9' located on East corner of village Pakri Barwadih which moves towards South-East passing through plot nos. 552, 553, 552, of the village Pakri Barwadih and ends at point 'A10'.

(11) Line A10-A11: The line starts at point 'A10' located on East corner of village Pakri Barwadih which moves towards South-East passing through plot nos. 552, 500, 502, 509, 885 of the village Pakri Barwadih and ends at point 'A11'.

(12) Line A11-A12: The line starts at point 'A11' located on East corner of village Pakri Barwadih which moves towards South passing through plot nos. 885, of the village Pakri Barwadih and ends at point 'A12'.

(13) Line A12-A13: The line starts at point 'A12' located on East corner of village Pakri Barwadih which moves towards South-East passing through plot nos. 885, 913, 912, of the village Pakri Barwadih and ends at point 'A13'.

(14) Line A13-A14: The line starts at point 'A13' located on East corner of village Pakri Barwadih which moves towards South passing through plot nos. 912, 1440, of the village Pakri Barwadih and ends at point 'A14'.

(15) Line A14-A15: The line starts at point 'A14' located on South-East corner of village Pakri Barwadih which moves towards North-West passing through plot nos. 1440, 1441, 1436, 1434, 1433, 962, 969, 971, 972, 973, 980, 981, 982, 983, 984, 985, 986, 993, 994, 1000, 1002, 1006, 1007, 1011, 1020, 1021, 1022, 1023, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1035, 1036, 1040, 1038, 782, 781, 780, 778, 776, 775, 764, of the village Pakri Barwadih and ends at point 'A15'.

(16) Line A15-A16: The line starts at point 'A15' located on South corner of village Pakri Barwadih which moves towards North-West passing through plot nos. 763, 762, 761, 760, 759, 758, 701, 700, 698, 697, 691, 690, 689, 688, 685, 684, 659, of the village Pakri Barwadih and ends at point 'A16'.

(17) Line A16-A17: The line starts at point 'A16' located on South corner of village Pakri Barwadih which moves towards South-West passing through plot nos. 647, 1835, 1828, 1827, 1814, 1813, 1811, 1810, 1778, 1777, 1776, 1775, 1774, 1773, 1768, 1772, 1771, 1770, 1769, 1756, 1755, 1726, 1725, 1723, 1722, 1719, 1740, of the village Pakri Barwadih and ends at point 'A17'.

(18) Line A17-A18: The line starts at point 'A17' located on south corner of village Pakri Barwadih which moves towards North passing through plot nos. 1740, 1744, 1788, 1789, 1792, 1793, 1794, 1795, of the village Pakri Barwadih and ends at point 'A18'.

- (19) Line A18-A19: The line starts at point 'A18' located on South West corner of village Pakri Barwadi which moves towards West passing through plot Nos. 1795, 1796, 1798, 1951, 1916, 1917, 1914, 1934, of the village Pakri Barwadih and ends at point 'A19'.
- (20) Line A19-A20: The line starts at point 'A19' located on West corner of village Pakri Barwadih which moves towards South passing through plot Nos. 1934, of Pakri Barwadih, 539 of village Langatu and ends at point 'A20'.
- (21) Line A20-A21: The line starts at point 'A20' located on North corner of village Barkagaon which moves towards South-East passing through plot Nos. 1, 11, 15, 16, 17, 18, 19, 20, 359, 360, 361, 364, 365, of the village Barkagaon and ends at point 'A21'.
- (22) Line A21-A22: The line starts at point 'A21' located on East corner of village Barkagaon which moves towards South-East passing through plot Nos. 365, 366, 367, 368, 409, 410, 411, 412, 413, 414, 415, 416, 417, 659, 660, of the village Barkagaon and ends at point 'A22'.
- (23) Line A22-A23: The line starts at point 'A22' located on East corner of Village Barkagaon which moves towards West passing through plot Nos. 660, 658, 421, 429, 430, 431, 438, 439, 507, 506, 505, 524, 525, 526, 527, 543, 572, 360 of the village Barkagaon and ends at point 'A23'.
- (24) Line A23-A24: The line starts at point 'A23' located on West corner of Village Barkagaon which moves towards North-West passing through plot Nos. 360, 288, 192, 193, 194, 195, 155, 157, 158, 122, 1 of the village Barkagaon and ends at point 'A24'.
- (25) Line A24-A25: The line starts at point 'A24' located on East corner of village Langatu which moves towards North-West passing through plot Nos. 539, 538, 526, 523, 522, 521, 522, 523, 526, 527, 529, 530, 534, 491, 494, 474, 473, 283, 285, 293, 324, 240, 239, 225, 224, 223, 326, 220, 196, 197, 3831, 202, 203, 204, 205, 179, 178, 177, 7, 5 of village Langatu and ends at point 'A25'.
- (26) Line A25-A26: The line starts at point 'A25' located on South corner of village Chepakhard which moves towards North West passing through plot Nos. 1072 of the village Chepakhard and 1956, 1955, 1954, 1953, 1950, 1949, 1942, 1712, 1708, 1707, 1671, 1673, 1674, 1666, 1655 of the village Dadikalan and ends at point 'A26'.
- (27) Line A26-A27: The line starts at point 'A26' located on West corner of village Dadikalan which moves towards North-West passing through plot Nos. 1639, 1640, 1593, 1573, 1337, 1338, 1334, 1333 of the village Dadikalan and ends at point 'A27'.
- (28) Line A27-A28: The line starts at point 'A27' located on West corner of village Dadikalan which moves towards North passing through plot Nos. 1333, 1331, 1330, 1329, 1328, 1316, 1314, 1313, 1311, 1305, 1302, 1301, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1214, 1213, 1216, of the village Dadikalan and ends at point 'A28'.
- (29) Line A28-A: The line starts at point 'A28' located on West corner of village Dadikalan which moves towards North-East passing through plot Nos. 1216, 1219, 1224, 1225, 1226, 1213, 1151, 1152, 1153, 1142, 1140, of the village Dadikalan and ends at point 'A'.

Boundary Description for "Part-B"

- (1) Line B-B1: The line starts at point 'B' located on West corner of village Langatu which moves towards East passing through plot Nos. 927, 931, 930, 933, 867, 870, 872, 873, 874, 875 of the village Langatu and ends at point 'B1'.
- (2) Line B1-B2: The line starts at point 'B1' located on West corner of village Langatu which moves towards East passing through plot Nos. 878, 852, 880, 881, 882, 885, 2403, 2040, 689, 688, 687, 691, 686, 2173, of the village Langatu and ends at point 'B1'.
- (3) Line B2-B3: The line starts at point 'B2' located on East corner of village Langatu which moves towards South passing through plot Nos. 2173, 2305, 2157, 2158, 2159, 2359, 2389 of the village Langatu and ends at point 'B3'.
- (4) Line B3-B4: The line starts at point 'B3' located on East corner of village Langatu which moves towards South-West passing through plot Nos. 2389, 2380, 2379, 2403, 2427, 2428, 2429, 2430, 2433, 2432, 2435, 2436, 2438, 2500, 2501, 2520, 2521, 2524, 2523, 2522, 2142, of the village Langatu and ends at point 'B4'.
- (5) Line B4-B5: The line starts at point 'B4' located on South corner of village Langatu which moves towards North-West passing through plot Nos. 2142, 2137, 2136, 2129, 2099, 2097, 2094, 2093, 2092, 2090, 1880, 1879, 1878, 1771, 1768 of the village Langatu and ends at point 'B5'.
- (6) Line B5-B6: The line starts at point 'B5' located on South corner of village Langatu which moves towards North-West passing through plot Nos. 1768, 1538, 1751, 1750, 1738, 1723, 1724, 1725, 1726 of the village Langatu and ends at point 'B6'.
- (7) Line B6-B: The line starts at point 'B' located on West corner of village Langatu which moves towards North-East passing through plot Nos. 1692, 1694, 1693, 1691, 1689, 1686, 1685, 1674, 912, 921, 920, 924, 925, 926, 927, of the village Langatu and ends at point 'B'.

[No. 43015/7/2005/PRIW-1 (Vol. IV)]
M. SHAHABUDEEN, Under Secy.

आदेश

नई दिल्ली, 15 जून, 2009

का. आ. 1711:- केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 1141 तारीख 19 मई, 2008 भारत के राजपत्र, भाग II, खंड 3, उपखंड (ii) तारीख 24 मई, 2008 में और अधिसूचना संख्यांक का.आ. 3273 तारीख 28 नवम्बर, 2008 भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 13 दिसम्बर, 2008 में प्रकाशित तथा उसका शुद्धिपत्र का.आ. 429 तारीख 13 फरवरी, 2009 जो भारत के राजपत्र, भाग II खंड-3 उपखंड (ii) तारीख 21 फरवरी, 2009 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि में या उस पर के सभी अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन सभी विल्लंगमों से मुक्त होकर, आंत्यतिक रूप में केन्द्रीय सरकार में निहित हो गए थे ;

2. और, केन्द्रीय सरकार का यह समाधान हो गया है कि ऊर्जा मंत्रालय के अधीन एक सार्वजनिक लोक उपक्रम एन.टी.पी.सी. लिमिटेड (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए राजामन्द है;

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उक्त भूमि में या उस पर के अधिकार, अधिसूचना सं. का.आ. 1141 तारीख 19 मई, 2008 द्वारा अर्जित भूमि के बाबत 24 मई, 2008 से और अधिसूचना सं. का.आ. 3273 तारीख 28 नवम्बर, 2008 द्वारा अर्जित भूमि के बाबत 13 दिसम्बर, 2008 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कंपनी में निहित हो जाएंगे, अर्थात् -

1. सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानी और वैसी ही मदों के बाबत किए गए सभी संदायों के केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

2. सरकारी कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को सदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संदर्भ में उपगत सभी व्यय, सरकारी कंपनी वहन करेगी और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत सभी व्यय भी, सरकारी कंपनी वहन करेगी ;

3. सरकारी कंपनी केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी ;

4. सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि और अधिकार किसी अन्य व्यक्ति को अन्तरित करने की शक्ति नहीं होगी; और

5. सरकारी कंपनी, ऐसे निर्देशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो; उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं, पालन करेगी ।

[फा. सं. 43015/7/2005-पीआरआईडब्ल्यू- I (वाल्सूम-V)]

एम. शहाबुद्दीन, अवर सचिव

ORDER

New Delhi, the 15th June, 2009

S.O. 1711.— Whereas, on publication of the notifications of the Government of India, in the Ministry of Coal, number S.O. 1141 dated the 19th May, 2008 in the Gazette of India, Part II, section-3, Sub-section (ii) dated 24th May, 2008 and number S.O. 3273 dated the 28th November, 2008 published in the Gazette of India, Part II, Section-3, Sub-section (ii) dated the 13th december, 2008 and corrigendum thereof vide number S.O. 429 dated the 13th February, 2009, published in the Gazette of India, Part-II, Section-3, sub-section(ii) dated the 21st February, 2009, issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over such lands described in the Schedule appended to the said notifications (hereinafter referred to as the said Lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act ;

2. And, whereas, the Central Government is satisfied that the NTPC Ltd., a Public Sector Undertaking under the Ministry of Power (hereinafter referred to as the Government Company) is willing to comply with terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of powers conferred by sub-section (1) of Section 11 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby directs that the said lands and rights so vested, shall with effect from the 24th May, 2008 in respect of land acquired vide notification number S.O. 1141 dated the 19th May, 2008 and with effect from 13th December, 2008 in respect of land acquired vide notification number S.O. 3273 dated the 28th November, 2008 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :-

1. The Government Company shall reimburse to the Central Government all payments made by the Central Government through Ministry of Power in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act :

2. A Tribunal shall be constituted for the purpose of determining the amount payable to the Central Government by the Government Company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over such lands, so vesting, shall also be borne by the Government Company ;

3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said lands, so vested ;

4. The Government Company shall have no power to transfer the said lands and the rights to any other person without the prior approval of the Central Government ; and

5. The Government Company shall abide by such direction and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F.No.43015/7/2005/PRIW-1 (Vol. V)]

M. SHAHABUDEEN, Under Secy.

आदेश

नई दिल्ली, 15 जून, 2009

का. आ. 1712.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का.आ. 2192 तारीख 31 जुलाई, 2008 के भारत का राजपत्र, भाग II, खंड 3, उपखंड (ii) तारीख 9 अगस्त, 2008 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन सभी विलसंगों से मुक्त होकर, आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे ;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि महानदी कोलफील्ड्स लिमिटेड, संबलपुर, (उड़ीसा) (जिसे इसमें इसके पश्चात् उक्त सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना इच्छित समझे, अनुपालन करने के लिए राजामन्द है ;

आतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार उक्त भूमि या उसमें निहित अधिकार, तारीख 9 अगस्त, 2008 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कंपनी में निहित हो जाएंगे, अर्थात् :-

1. सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानी और ऐसी ही मदों के बाबत किये गये सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी ;

2. शर्त (1) के अधीन, सरकारी कंपनी द्वारा केन्द्रीय सरकार को संदेय रकम का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संदर्भ में उपगत सभी व्यय, सरकारी कंपनी वहन करेगी और इसी प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों, जैसे अपील आदि की बाबत उपगत सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे ;

3. सरकारी कंपनी केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी ;

4. सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि और अधिकार किसी अन्य व्यक्ति को अन्तरित करने की शक्ति नहीं होगी; और

5. सरकारी कंपनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दी जाएं या अधिरोपित की जाएं, पालन करेगी ।

[फा. सं. 43015/4/2005-पीआरआईडब्ल्यू- I]

एम. शाहाबुद्दीन, अवर सचिव

ORDER

New Delhi, the 15th June, 2009

S.O. 1712.— Whereas, on the publication of the notifications of the Government of India, in the Ministry of Coal, number S.O. 2192 dated the 31st July, 2008 in the Gazette of India, Part II, Section-3, Sub-section (ii) dated the 9th August, 2008 issued under sub-section (1) of Section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and the rights described in the Schedule appended to the said notifications (hereinafter referred to as the said Lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act ;

2. And, whereas, the Central Government is satisfied that the Mahanadi Coalfields Limited, Sambalpur (Odisha), (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in the exercise of the powers conferred by sub-section (1) of Section 11 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby directs that the said lands and rights so vested, shall with effect from the 9th August, 2008 instead of continuing to so vest in the Central Government, shall vest in the Government Company, subject to the following terms and conditions, namely :—

1. The Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act ;

2. A Tribunal shall be constituted for the purpose of determining the amount payable to the Central Government by the Government Company under condition (1) and all expenditure in connection with any such Tribunal and persons appointed to assist the Tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government Company ;

3. The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said lands, so vested ;

4. The Government Company shall have no power to transfer the said lands and the rights to any other person without the prior approval of the Central Government ; and

5. The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/4/2005/PRIW-I]

M. SHAHABUDEEN, Under Secy.

नई दिल्ली, 16 जून, 2009

का. आ. 1713.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत सरकार में कोयला मंत्रालय के द्वारा जारी की गई अधिसूचना संख्या का.आ. 2761 तारीख 25 सितम्बर, 2008 और पश्चात्वर्ती शुद्धिपत्र संख्या का.आ. 428 तारीख 10 फरवरी, 2009 जो भारत के राजपत्र के भाग II, खंड 3, उपखंड (ii), क्रमशः तारीख 4 अक्टूबर, 2008 और 21 फरवरी, 2009 में प्रकाशित की गई थी, उस अधिसूचना

से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 247.23 हेक्टर (लगभग) या 610.905 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी;

और, केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची (अनुसूचियों) में विहित उक्त भूमि में कोयला अभिप्राप्य है:-

अतः केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इससे संलग्न अनुसूची में वर्णित 236.728 हेक्टर (लगभग) या 584.95 एकड़ (लगभग) माप की उक्त भूमि में या उस पर के सभी अधिकारों का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1:- इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एसईसीएल/बी.एस.पी./जी.एम./पीएलजी/337 तारीख 3 मार्च, 2009 का निरीक्षण कलक्टर, जिला - रायगढ़ (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, (राजस्व अनुभाग) सीपत रोड, बिलासपुर-495001 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

टिप्पण 2:- उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं :-

अर्जन के बाबत आपत्तियां :-

“8 (1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।”

स्पष्टीकरण :-

(1) इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन सक्रियाएं करना चाहता है और ऐसी सक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उक्त अधिनियम की धारा 8 की उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम अधिकारी को लिखित रूप में की जाएगी और सक्षम अधिकारी, आपत्तिकर्ता को स्वयं सुने जाने, विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है, वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि का या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़े या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होगा, यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।

टिप्पण 3:- केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700001 को उक्त अधिनियम के अधीन भारत के राजपत्र भाग-II, खंड 3, उपखंड (ii) तारीख 4 अप्रैल, 1987 में प्रकाशित अधिसूचना सं. का.आ. 905, तारीख 20 मार्च, 1987 द्वारा सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

बिजारी खुली खदान ब्लॉक, रायगढ़ क्षेत्र

जिला- रायगढ़ (छत्तीसगढ़)

सभी अधिकार :-

(क) राजस्व भूमि :-

क्रम संख्या	ग्राम का नाम	पटवारी हल्का नम्बर	ग्राम का नम्बर	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पण
1	बिजारी	26	228	घड़घोड़ा	रायगढ़	157.604	भाग
2	पोरडा	27	192	घड़घोड़ा	रायगढ़	67.894	भाग

कुल क्षेत्र:-225.498 हेक्टर (लगभग) या 557.205 एकड़ (लगभग)

(ख) वन भूमि :-

क्रम संख्या	वन का नाम	वन का प्रकार	रेन्ज	खण्ड	क्षेत्र हेक्टर में	टिप्पण
1	पोरडा	आरेन्ज फिल्ड	घड़घोड़ा	रायगढ़	11.23	भाग
कुल क्षेत्र:-11.23 हेक्टर (लगभग) या 27.749 एकड़ (लगभग)						
कुल योग (क + ख) : 236.728 हेक्टर (लगभग) या 584.95 एकड़ (लगभग)						

भूमि अनुसूची :-

1. ग्राम बिजारी (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :-

17, 18, 19/1 से 19/14, 19/16 (भाग), 19/17 (भाग), 19/18 (भाग), 19/19 से 19/21, 19/23, 26 से 31, 32 (भाग), 35 (भाग), 36 (भाग), 37/1 (भाग), 38/1, 38/18 (भाग), 38/35, 39/1 से 39/8, 39/9 (भाग), 39/10 (भाग), 39/11 (भाग), 39/12 (भाग), 39/13 से 39/15, 39/17, 39/18 (भाग), 39/19, 39/20, 40, 41/1 से 41/4, 42 से 50, 51/1, 51/2, 52/3, 54/1, 54/2, 55/1 से 55/3, 56 से 61, 62/1 से 62/4, 63 से 68, 69/1 से 69/12, 70, 71/1 से 71/10, 72/1 से 72/3, 74/2, 75, 76, 105, 106, 111/1, से 111/53, 112, 113, 114/1, 114/2, 114/4, 115, 116/1 से 116/4, 117 से 127, 128/1, 128/2, 129/1, से 129/3, 130, 131 से 134, 135/1 से 135/6, 135/7-135/18, 135/8 से 135/17, 135/19 से 135/35, 136 से 147, 148/1, 148/2, 149/1, 149/2.

2. ग्राम पोरडा (भाग) में अर्जित किए जाने वाले प्लॉट संख्या :-

14 (भाग), 15 (भाग), 256/1 (भाग), 256/2, 257/1 से 257/3, 257/8, 270 से 276, 277/1 से 277/7, 279/1 से 279/8, 280 से 291, 294/1, 294/2, 295 से 302, 303/1, 303/2, 314/1 से 314/3, 318 (भाग), 419/1 (भाग), 419/12, 419/21, 420/2, 420/4.

सीमा वर्णन :-

- क-ख रेखा बिन्दु "क" से आरंभ होती है और ग्राम रूमकेरा - बिजारी के सम्मिलित सीमा से गुजरती हुई बिन्दु "ख" पर मिलती है।
- ख-ग रेखा ग्राम बिजारी के प्लॉट संख्या 39/11, 39/10, 39/12, 39/18, 39/9, से होकर प्लॉट संख्या 39/19 के पश्चिमी, 38/1, 38/35 के दक्षिणी, 38/35 के पूर्वी, दक्षिणी, पश्चिमी एवं उत्तरी और 38/18, 37/1, 36, 35, 32, 19/16-19/17-19/18 से होकर गुजरती है बाद में 18, 19/16-19/17-19/18 के पश्चिमी और उत्तरी सीमा से होती हुई बिन्दु "ग" पर मिलती है।
- ग-घ रेखा ग्राम बिजारी के प्लॉट संख्या 72/1, 71/4, 71/6, 71/7, 71/10, 70, 69/9, 69/1, 69/2, 69/3, 69/4, 69/5, 69/6, 74/2, 76, 75 के उत्तरी 74/2, 105, 106, के पूर्वी, 11/1 से 53 के उत्तरी सीमा से होती हुई ग्राम बिजारी-पोरडा के सम्मिलित सीमा में बिन्दु "घ" पर मिलती है।
- घ-ङ रेखा ग्राम बिजारी-पोरडा के भागतः सम्मिलित सीमा से होती हुई प्लॉट संख्या 15 के उत्तरी और पूर्वी सीमा से गुजरती है। और ग्राम बिजारी -पोरडा के सम्मिलित में बिन्दु "ङ" पर मिलती है।
- ङ-च रेखा ग्राम पोरडा के प्लॉट संख्या 256/1, से होकर 257/1 के उत्तरी और पूर्वी, 257/3 के उत्तरी, पूर्वी तथा दक्षिणी, 257/8, 282/2, 277/1, 277/2, 277/3, के पूर्वी 273/1 के उत्तरी तथा पूर्वी, 273/3, 270 के पूर्वी, 271 के पश्चिमी, उत्तरी तथा पूर्वी 303/1-303/2 के उत्तरी तथा पूर्वी, 318, 314/2, 314/3 के उत्तरी तथा पूर्वी, 314/3 के दक्षिणी और 318 से होकर 318 के पूर्वी सीमा से गुजरती हुई बिन्दु "च" पर मिलती है।
- च-छ रेखा ग्राम पोरडा में प्लॉट संख्या 318, के दक्षिणी, तथा 419/1 से होकर और प्लॉट संख्या 420/2, 419/1 के दक्षिणी, 419/12, 420/4 के दक्षिणी तथा पश्चिमी 294/1, 291 के दक्षिणी सीमा से होती हुई ग्राम रूमकेरा-पोरडा के सम्मिलित सीमा में बिन्दु "छ" पर मिलती है।
- छ-क रेखा ग्राम पोरडा-रूमकेरा के सम्मिलित सीमा से गुजरती हुई आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/8/2008-पीआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

New Delhi, the 16th June, 2009

S.O. 1713.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O.2761 dated the 25th September, 2008 and subsequent corrigendum number S.O. 428 dated the 10th February, 2009 issued under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in the Gazette of India Part-II, Section 3, Sub-section (ii) dated the 4th October, 2008 and the 21st February, 2009 respectively, the Central Government gave notice of its intention to prospect for coal in 247.23 hectares (approximately) or 610.905 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification;

And whereas the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule(s) appended to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby gives notice of its intention to acquire the land measuring 236.728 hectares (approximately) or 584.95 acres (approximately) as All Rights in or over the said lands described in Schedule appended hereto.

Note 1.—The plan bearing Number SECL/BSP/GM/PIG/LAND/337 dated the 3rd March, 2009 of the area covered by this notification may be inspected in the office of the Collector, Raigarh (Chhattisgarh) or in the office of the Coal Controller, 1, Council House Street, Kolkata-700001 or in the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur, 495006 (Chhattisgarh).

Note 2.—Attention is hereby invited to the provisions of Section 8 of the said Act which provides as follows:—

Objection to Acquisition:

“8(1) Any person interested in any land in respect of which a notification under section 7 (1) has been issued, may within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation,—

(1) It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under Sub-section (1) of Section 8 of the said Act shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under Sub-section (1) of Section 7 or of rights in or over such land or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act.

Note 3.—The Coal Controller, 1, Council House Street, Kolkata, 700001, has been appointed by the Central Government as the competent authority under section 3 of the said Act. vide notification number S.O. 905, dated the 20th March, 1987, published in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 4th April, 1987.

SCHEDULE
Bijari OCM Block, Raigarh Area
Distt-Raigarh (Chhattisgarh)

All Rights :

The plan bearing number SECL/BSP/GM/PIG/LAND/337 dated the 3rd March, 2009

(A) Revenue Land :

Sl. No.	Name of Village	Patwari Halka Number	Settlement Number	Tahsil	District	Area in Hectares	Remarks
1.	Bijari	26	228	Garghoda	Raigarh	157.604	Part
2.	Porda	27	192	Garghoda	Raigarh	67.894	Part

Total:—225.498 hectares (Approximately) or 557.205 Acres (approximately)

(B) Forest Land :

Sl. No.	Name of Forest	Type of Forest	Range	Division	Area in Hectares	Remarks
1.	Porda	Orange fields	Gharghoda	Raigarh	11.23	Part

Total:—11.230 hectares (Approximately) or 27.749 Acres (Approximately)

Grand Total (A+B):—236.728 Hectares (Approximately)
or 584.95 Acres (Approximately).

1 Plot numbers to be acquired in village Bijari (Part) :

17, 18, 19/1 to 19/14, 19/16 (P), 19/17 (P), 19/18(P), 19/19 to 19/21, 19/23, 26 to 31, 32(P), 35 (P), 36 (P), 37/1(P), 38/1, 38/18 (P), 38/35, 39/1 to 39/8, 39/9(P), 39/10(P), 39/11(P), 39/12(P), 39/13 to 39/15, 39/17, 39/18(P), 39/19, 39/20, 40/1/1 to 41/4, 42 to 50, 51/1, 51/2, 52, 53, 54/1, 54/2, 55/1 to 55/3, 56 to 61, 62/1 to 62/4, 63 to 68, 69/1 to 69/12, 70, 71/1 to 71/10, 72/1 to 72/3, 74/2, 75, 76, 105, 106, 111/1, to 111/53, 112, 113, 114/1, 114/2, 114/4, 115, 116/1 to 116/4, 117 to 127, 128/1, 128/2, 129/1, to 129/3, 130, 131 to 134, 135/1 to 135/6, 135/7 to 135/18, 135/8 to 135/17, 135/19 to 135/35, 136 to 147, 148/1, 148/2, 149/1, 149/2.

2. Plot numbers to be acquired in village Porda (Part) :

14(P), 15(P), 256/1(P), 256/2, 257/1 to 257/3, 257/8, 270 to 276, 277/1 to 277/7, 279/1 to 279/8, 280 to 291, 294/1, 294/2, 295 to 302, 303/1, 303/2, 314/1 to 314/3, 318 (P), 419/1(P), 419/12, 419/21, 420/2, 420/4.

Boundary Description :

- A-B** Line starts from point "A" and passes along the common boundary of villages Rumkera-Bijari and meets at point "B".
- B-C** Line passes in village Bijari through plot numbers 39/11, 39/10, 39/12, 39/18, 39/9 then along western boundary of 39/19, southern boundary of 38/1, 38/35 eastern, southern, western & northern boundary of 38/35 after that through 38/18, 37/1, 36, 35, 32, 19/16, 19/17 to 19/18 and along western & northern boundary of 18, 19/16, 19/17, 19/18 and meets at point 'C'.
- C-D** Line passes in village Bijari along northern boundary of plot numbers 72/1, 71/4, 71/6, 71/7, 71/10, 70, 69/9, 69/1, 69/2, 69/3, 69/4, 69/5, 69/6, 74/2, 76, 75 eastern boundary of 74/2, 105, 106 northern boundary of 111/1 to 53 and meets at point 'D' on the common boundary of villages Bijari-Porda.
- D-E** Line passes along the partly common boundary of villages Porda-Bijari then along northern and eastern boundary of 15 and meets at point 'E' on the common boundary of villages Porda-Bijari.
- E-F** Line passes in village Porda through plot number 256/1 then along northern & eastern boundary of 257/1, northern, eastern & southern boundary of 257/3, eastern boundary of 257/8, 282/2, 277/1, 277/2, 277/3, northern & eastern boundary of 273/1, eastern boundary of 273/3, 270, western, northern & eastern boundary of 271, northern boundary of 303/1-303/2, northern & eastern boundary of 318, 314/2, 314/3, southern boundary of 314/3 and eastern boundary of 318 and meets at point 'F'.
- F-G** Line passes in village Porda along southern boundary of plot number 318 then through 419/1 and southern boundary of 420/2, 419/1, southern and western boundary of 419/12, 420/4, southern boundary of 294/1, 291 and meets at point 'G' on the common boundary of villages Porda-Rumkera.
- G-A** Line passes along the common boundary of villages Porda-Rumkera and meets at starting point 'A'.

[F. No. 43015/8/2008-PRIW-I]

M. SHAHABUDEEN, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 17 जून, 2009

क्र. अ. 1714.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स रिलाएंस गैस ट्रांसपोर्टेशन एंड इनफ्रास्ट्रक्चर लिमिटेड की काकीनाडा-हैदराबाद-उरान-अहमदाबाद ट्रंक गैस पाइपलाइन के आंध्र प्रदेश में विजयवाडा स्थित टैप आफ प्वाइंट से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स रिलोजिस्टिक्स इनफ्रास्ट्रक्चर लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है। और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, इस तारीख से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री के. गंगाचलम, सक्षम प्राधिकारी, मैसर्स रिलोजिस्टिक्स इनफ्रास्ट्रक्चर लिमिटेड, न. 67-11-21/2, साविसुजा, न्यु सेंचुरी पब्लिक स्कूल के सामने, एल बी नगर, काकिनाडा-533003, पूर्वी गोदावरी जिला, आन्ध्र प्रदेश राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/ तेहसिल/ तालुक :ताल्लारेवु	जिला :पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं. / सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि एयर
1	2	3	4	5

1) पोलेकुरु	15	00	38	96
	16	00	08	66
	गट नंबर 16 में तलाव	00	08	92
	18	00	57	53
	20	00	22	63
	21	00	04	73
	22	00	41	07
	23	00	15	11
	25	00	07	98
	39	00	41	90
	41	00	44	09
	42	00	04	91
	48	00	38	95
	55	00	52	53
	56	00	40	44
	76	00	27	87
	112	00	69	63
	121	00	04	30
	137	00	38	96
	141	00	27	92
	142	00	36	55
	143	00	30	36
	146	00	09	94
	147	00	34	95

मंडल/ तेहसिल/ तालुक :काजुलूरु	जिला :पूर्वी गोदावरी	राज्य :आन्ध्र प्रदेश		
1) पल्लिपालेम	170	00	01	28
	174	00	30	65
	175	00	16	11
	176	00	05	08
	गट नंबर 176 में नाला	00	09	36
	179	00	06	17
	180	00	01	98
	197	00	00	30
	208	00	16	34
	209	00	34	22
	210	00	30	26
	211	00	00	15
	212	00	08	29

1	2	3	4	5
1) पत्तिपालेम (निरंतर)	213	00	37	22
	214	00	50	33
	224	00	36	47
	225	00	31	42
	226	00	00	26
	230	00	19	49
	231	00	33	36
	232	00	26	53
	235	00	03	07
	242	00	12	04
	243	00	05	19
	244	00	21	58
	460	00	22	34
	461	00	22	27
	462	00	24	08
	463	00	07	07
	466	00	21	00
	480	00	43	70
	481	00	15	93
	486	00	19	28
	488	00	38	32
	492	00	37	17
	493	00	05	50
	496	00	00	73
2) कोलका	93	00	41	01
	94	00	19	72
	95	00	24	81
	111	00	19	30
	112	00	34	41
	117	00	43	81
	118	00	25	49
	119	00	30	06
	124	00	48	58
	125	00	18	46
	126	00	05	13
	127	00	44	46
	131	00	14	99
	199	00	49	05
	200	00	33	44
	201	00	11	47
	246	00	22	19
	250	00	64	66

1	2	3	4	5
2) बोलका (निरंतर)	251	00	14	72
	253	00	25	83
	254	00	24	77
	268	00	29	09
	269	00	06	11
	270	00	21	54
	274	00	30	21
	275	00	00	10
	276	00	46	89
	277	00	06	13
	278	00	51	90
	279	00	00	23
	286	00	03	17
	287	00	01	89
3) कुय्येरु	303	00	72	21
	गट नंबर 304 में नाला	00	29	02
	309	00	61	59
	310	00	45	39
	311	00	48	50
	315	00	51	84
	316	00	36	38
	318	00	00	10
	323	00	10	31
	324	00	06	39
	325	00	16	49
	326	00	46	82
	331	00	33	07
	332	00	49	82
	359	00	08	98
	360	00	00	60
	363	00	41	11
	364	00	45	35
	366	00	23	20
	367	00	34	19
	368	00	30	91
	369	00	47	69
	370	00	14	49
	371	00	04	36
	372	00	35	66
	374	00	30	90
	375	00	31	73
	390	00	16	55

1	2	3	4	5
3) कुय्येरु (निरंतर)	391	00	37	31
मंडल/ तेहसिल/ तालुक : पामारु	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश		
1) बालान्तरम	64/5/बी	00	11	71
	65/1	00	03	83
	65/2	00	08	55
	65/3/ए	00	04	18
	65/3/बी	00	16	40
	65/3/सी	00	16	52
	76/1/ए	00	20	63
	77	00	30	57
	80	00	04	82
	81	00	31	09
	159/1/ए	00	09	13
	159/1/बी	00	19	11
	160/1	00	10	62
	160/2	00	11	43
	168	00	41	24
	169/1	00	01	85
	169/2	00	02	19
	169/3	00	23	11
	169/4	00	10	31
	169/5	00	00	65
	169/6	00	07	51
	169/7/ए	00	09	27
	169/7/बी	00	04	56
	178/3	00	07	85
	178/4	00	06	96
	179/7/ए	00	04	93
	179/7/बी	00	12	48
	179/8	00	02	16
	180/4	00	03	19
	180/5	00	10	03
	180/6	00	04	69
	180/7	00	03	47
	180/8/बी	00	08	38
	182/1	00	03	64
	182/2/ए	00	08	72
	182/2/बी	00	08	00
	182/2/सी	00	00	90
	182/3	00	03	96
	182/4	00	08	31
	182/5	00	03	67
	182/6	00	02	22

1	2	3	4	5
1) बालान्तरम (निरंतर)	182/7	00	04	54
	182/8	00	10	66
2) गुडिगल्ला	22	00	05	55
	23	00	34	06
	24	00	26	07
	25	00	18	47
	26	00	24	24
	30	00	09	87
	31	00	15	60
3) एरापोतावरम	86	00	21	59
	87	00	19	38
	88	00	03	53
	89	00	02	29
	90	00	10	29
	91	00	31	10
	92	00	04	93
	145	00	36	62
	147	00	41	34
	149	00	64	64
	152	00	01	25
	153	00	50	07
	154	00	09	79
	155	00	19	06
	156	00	39	73
4) सिवाला	2	00	26	89
	3	00	68	10
	4	00	01	33
	10	00	21	71
	24	00	25	98
	25	00	05	05
	27	00	37	95
	28	00	19	79
	31	00	02	86
	34	00	36	90
	35	00	37	07
	36	00	04	59
5) दंगेरू	99	00	12	73
	100	00	55	06
	101	00	20	81
	102	00	32	12
	104/3	00	03	56
मंडल/ नेहमिल/ तालुक रामचन्द्रापुरम		जिला पूर्वी गोदावरी		राज्य आन्ध्र प्रदेश
1) वेगयम्पेटा	265	00	19	64

1	2	3	4	5
1) वेगयम्पेडा (निरंतर)	266	00	41	87
	267	00	22	46
	272	00	04	23
	274	00	62	31
	275	00	44	38
	278	00	34	96
	294	00	34	62
	295	00	38	69
	296	00	27	70
	297	00	45	13
	गट नंबर 297 में बालराज टैंक	00	04	07
2) वेंकटाबापासैम	43	00	00	10
	44	00	55	45
	45	00	00	22
	47	00	66	34
	49	00	19	41
	54	00	46	90
	55	00	24	20
	57	00	36	39
	58	00	00	29
	63	00	46	28
	64	00	24	41
	67	00	47	03
	71	00	02	95
	गट नंबर 71 में नाला	00	01	29
	72	00	22	75
	73	00	11	20
	149/वी	00	18	24
	151	00	05	43
	गट नंबर 151 में रोड	00	01	79
	152	00	03	15
	153	00	42	75
	155	00	28	78
	156	00	06	64
	162	00	61	21
	163	00	00	46
	170	00	02	54
	351	00	27	46
	352	00	43	81
	353	00	11	47
	362	00	20	64
	363	00	08	30

1	2	3	4	5
2) वेंकटायपालेम (निरंतर)	364	00	13	59
	365	00	76	50
	369	00	10	64
	370	00	38	29
	371	00	15	53
	372	00	00	42
	402	00	04	27
	403	00	02	58
	404	00	56	75
	480	00	02	07
	481	00	08	88

3) वेलमपालेम	62	00	01	16
	63	00	15	86
	64	00	41	81
	67	00	68	30
	68	00	77	02
	87	00	05	63
	88	00	40	02
	95	00	05	85
	96	00	25	99
	97	00	16	56
	98	00	47	42
	593	00	03	48
	गट नंबर 593 में नाला	00	02	10
	594	00	00	10
	595	01	01	40
	596	00	06	65
	617	00	66	80
	619	00	40	13
	620	00	32	26
	622	00	62	86
	628	00	26	31
	629	00	37	19
	630	00	40	74

मंडल/ तेहसिल/ तालुक : रायावरम	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश
1) कुराकल्लापल्ले	106	00 07 99
	107	00 38 20
	108	00 45 67
	111	00 44 52
	112	00 42 09
	128	00 20 46
	129	00 34 28
	130	00 49 09

	1	2	3	4	5
1) कुम्भलगुप्त (मिर्तुर)	131		00	69	33
	गट नंबर 132 में नाला		00	02	54
	156		00	23	34
मंडल/ तहसिल/ तालुक : कपिलेश्वरपुरम	जिला : पूर्वी गोदावरी	राज्य : आन्ध्र प्रदेश			
1) टेकरी	28	00	08	93	
	30	00	15	36	
	31	00	03	48	
	32	00	54	15	
	33	00	58	54	
	34	00	02	40	
	45	00	48	14	
	46	00	54	03	
	47	00	37	95	
	51	00	33	18	
	52	00	16	97	
	53	00	28	84	
	54	00	15	19	
	55	00	47	14	
	105	00	05	76	
	106	00	06	33	
	118	00	37	00	
	119	00	25	11	
	120	00	24	83	
	121	00	15	34	
	122	00	24	81	
	123	00	46	85	
	125	00	15	23	
	126	00	50	67	
	128	00	02	39	
	165	00	00	10	
	167	00	17	43	
	213	00	10	59	
	214	00	33	35	
	216	00	19	15	
	217	00	54	65	
	218	00	06	43	
2) नल्लुल	368	00	53	38	
	370	00	43	32	
	371	00	34	91	
	372	00	22	65	
	373	00	00	10	
3) पडामटी खंद्रीका	15	00	04	80	
	16	00	19	12	

1	2	3	4	5
3) पद्मटी खन्डीका (निरंतर)	17	00	49	77
	18	00	37	12
	20	00	28	85
	गट नंबर 20 में नाला	00	02	67
	33	00	22	12
	34	00	25	94
	35	00	09	25
	38	00	29	23
	39	00	42	07
4) वेदुल्लुडी	163	00	13	34
	164	00	06	29
	166	00	67	62
	168	00	17	88
	174	00	54	27
	175	00	00	10
	176	00	34	03

[फा. सं. एल-14014/18/2009-जी.पी.]

के.के. शर्मा, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 17th June, 2009

S. O. 1714.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas from tap off point of Kakinada – Hyderabad – Uran – Ahmedabad trunk gas pipeline at Vijayawada in Andhra Pradesh of M/s Reliance Gas Transportation Infrastructure Limited to consumers in various parts of the country, a pipeline should be laid by M/s Relogistics Infrastructure Limited;

And whereas, it appears to Government of India that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed here-to;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of Section 3 of the said Act, are made available to the general public, object in writing to the acquisition of Right of User therein for laying the pipeline under the land to Shri K. Gangachalam, Competent Authority, Relogistics Infrastructure Limited, D.No. 67-11-21/2 Savisuja, Opp New Century Public School, L.B. Nagar, Kakinada – 533003, East Godavari District, Andhra Pradesh State.

Schedule

Mandal/Tehsil/Taluk: Tallarevu		District: East Godavari		State: Andhra Pradesh	
Village		Survey No./Sub-Division No.		Area to be acquired for RoU	
				Hec	Are
1		2		3	4
				5	
1)	Polekurru	15		00	38
		16		00	08
		Pond in Gat No.16		00	08
		18		00	57
		20		00	22
		21		00	04
		22		00	41
		23		00	15
		25		00	07
		39		00	41
		41		00	44
		42		00	04
		48		00	38
		55		00	52
		56		00	40
		76		00	27
		112		00	69
		121		00	04
		137		00	38
		141		00	27
		142		00	36
		143		00	30
		146		00	09
		147		00	34

Mandal/Tehsil/Taluk: Kajuluru		District: East Godavari		State: Andhra Pradesh	
1)	Pallipalem	170		00	01
		174		00	30
		175		00	16
		176		00	05
		Nala in Gat No.176		00	09
		179		00	06
		180		00	01
		197		00	00
		208		00	16
		209		00	34
		210		00	30
		211		00	00
		212		00	08
					28
					65
					11
					08
					36
					17
					98
					30
					34
					22
					26
					15
					29

1	2	3	4	5
1) Pallipalem (Contd)	213	00	37	22
	214	00	50	33
	224	00	36	47
	225	00	31	42
	226	00	00	26
	230	00	19	49
	231	00	33	36
	232	00	26	53
	235	00	03	07
	242	00	12	04
	243	00	05	19
	244	00	21	58
	460	00	22	34
	461	00	22	27
	462	00	24	08
	463	00	07	07
	466	00	21	00
	480	00	43	70
	481	00	15	93
	486	00	19	28
	488	00	38	32
	492	00	37	17
	493	00	05	50
	496	00	00	73
2) Kolanka	93	00	41	01
	94	00	19	72
	95	00	24	81
	111	00	19	30
	112	00	34	41
	117	00	43	81
	118	00	25	49
	119	00	30	06
	124	00	48	58
	125	00	18	46
	126	00	05	13
	127	00	44	46
	131	00	14	99
	199	00	49	05
	200	00	33	44
	201	00	11	47
	246	00	22	19
	250	00	64	66

	1	2	3	4	5
2) Kolanka (Contd)	251		00	14	72
	253		00	25	83
	254		00	24	77
	268		00	29	09
	269		00	06	11
	270		00	21	54
	274		00	30	21
	275		00	00	10
	276		00	46	89
	277		00	06	13
	278		00	51	90
	279		00	00	23
	286		00	03	17
	287		00	01	89
3) Kuyyeru	303		00	72	21
	Nala in Gat No.304		00	29	02
	309		00	61	59
	310		00	45	39
	311		00	48	50
	315		00	51	84
	316		00	36	38
	318		00	00	10
	323		00	10	31
	324		00	06	39
	325		00	16	49
	326		00	46	82
	331		00	33	07
	332		00	49	82
	359		00	08	98
	360		00	00	60
	363		00	41	11
	364		00	45	35
	366		00	23	20
	367		00	34	19
	368		00	30	91
	369		00	47	69
	370		00	14	49
	371		00	04	36
	372		00	35	66
	374		00	30	90
	375		00	31	73
	390		00	16	55

1	2	3	4	5
3) Kuyyeru (Contd)	391	00	37	31

Mandal/Tehsil/Taluk:Pamaru	District:East Godavari	State:Andhra Pradesh		
1) Balantharam	64/5/B	00	11	71
	65/1	00	03	83
	65/2	00	08	55
	65/3/A	00	04	18
	65/3/B	00	16	40
	65/3/C	00	16	52
	76/1/A	00	20	63
	77	00	30	57
	80	00	04	82
	81	00	31	09
	159/1/A	00	09	13
	159/1/B	00	19	11
	160/1	00	10	62
	160/2	00	11	43
	168	00	41	24
	169/1	00	01	85
	169/2	00	02	19
	169/3	00	23	11
	169/4	00	10	31
	169/5	00	00	65
	169/6	00	07	51
	169/7/A	00	09	27
	169/7/B	00	04	56
	178/3	00	07	85
	178/4	00	06	96
	179/7/A	00	04	93
	179/7/B	00	12	48
	179/8	00	02	16
	180/4	00	03	19
	180/5	00	10	03
	180/6	00	04	69
	180/7	00	03	47
	180/8 B	00	08	38
	182/1	00	03	64
	182/2 A	00	08	72
	182/2 B	00	08	00
	182/2 C	00	00	90
	182/3	00	03	96
	182/4	00	08	31
	182/5	00	03	67
	182/6	00	02	22

	1	2	3	4	5
1) Balantharam (Contd)	182.7		00	04	54
	182.8		00	10	66
2) Gudigalla	22		00	05	55
	23		00	34	06
	24		00	26	07
	25		00	18	47
	26		00	24	24
	30		00	09	87
	31		00	15	60
3) Yerra Pothavaram	86		00	21	59
	87		00	19	38
	88		00	03	53
	89		00	02	29
	90		00	10	29
	91		00	31	10
	92		00	04	93
	145		00	36	62
	147		00	41	34
	149		00	64	64
	152		00	01	25
	153		00	50	07
	154		00	09	79
	155		00	19	06
	156		00	39	73
4) Sivala	2		00	26	89
	3		00	68	10
	4		00	01	33
	10		00	21	71
	24		00	25	98
	25		00	05	05
	27		00	37	95
	28		00	19	79
	31		00	02	86
	34		00	36	90
	35		00	37	07
	36		00	04	59
5) Dangeru	99		00	12	73
	100		00	55	06
	101		00	20	81
	102		00	32	12
	104/3		00	03	56
Manda /Tehsil/Taluk:Ramachandrapuram District:East Godavari State:Andhra Pradesh					
1) Vegayampeta	265		00	19	64

1	2	3	4	5
1) Vegayampeta (Contd)	266	00	41	87
	267	00	22	46
	272	00	04	23
	274	00	62	31
	275	00	44	38
	278	00	34	96
	294	00	34	62
	295	00	38	69
	296	00	27	70
	297	00	45	13
	Balaraju Tank in Gat No.297	00	04	07
2) Venkatayapalem	43	00	00	10
	44	00	55	45
	45	00	00	22
	47	00	66	34
	49	00	19	41
	54	00	46	90
	55	00	24	20
	57	00	36	39
	58	00	00	29
	63	00	46	28
	64	00	24	41
	67	00	47	03
	71	00	02	95
	Nala in Gat No.71	00	01	29
	72	00	22	75
	73	00	11	20
	149/B	00	18	24
	151	00	05	43
	Road in Gat No.151	00	01	79
	152	00	03	15
	153	00	42	75
	155	00	28	78
	156	00	06	64
	162	00	61	21
	163	00	00	46
	170	00	02	54
	351	00	27	46
	352	00	43	81
	353	00	11	47
	362	00	20	64
	363	00	08	30

1	2	3	4	5
2) Venkatayapalem (Contd)	364	00	13	59
	365	00	76	50
	369	00	10	64
	370	00	38	29
	371	00	15	53
	372	00	00	42
	402	00	04	27
	403	00	02	58
	404	00	56	75
	480	00	02	07
	481	00	08	88
3) Velampalem	62	00	01	16
	63	00	15	86
	64	00	41	81
	67	00	68	30
	68	00	77	02
	87	00	05	63
	88	00	40	02
	95	00	05	85
	96	00	25	99
	97	00	16	56
	98	00	47	42
	593	00	03	48
	Nala in Gat No.593	00	02	10
	594	00	00	10
	595	01	01	40
	596	00	06	65
	617	00	66	80
	619	00	40	13
	620	00	32	26
	622	00	62	86
	628	00	26	31
	629	00	37	19
	630	00	40	74
Mandal/Tehsil/Taluk:Rayavaram District:East Godavari State:Andhra Pradesh				
1) Kurakallapalle	106	00	07	99
	107	00	38	20
	108	00	45	67
	111	00	44	52
	112	00	42	09
	128	00	20	46
	129	00	34	28
	130	00	49	09

1	2	3	4	5
1) Kurakallapalle (Contd)	131	00	69	33
	Nala in Gat No.132	00	02	54
	156	00	23	34

Mandal/Tehsil/Taluk: Kapileswarapuram		District: East Godavari		State: Andhra Pradesh
1) Teki	28	00	08	93
	30	00	15	36
	31	00	03	48
	32	00	54	15
	33	00	58	54
	34	00	02	40
	45	00	48	14
	46	00	54	03
	47	00	37	95
	51	00	33	18
	52	00	16	97
	53	00	28	84
	54	00	15	19
	55	00	47	14
	105	00	05	76
	106	00	06	33
	118	00	37	00
	119	00	25	11
	120	00	24	83
	121	00	15	34
	122	00	24	81
	123	00	46	85
	125	00	15	23
	126	00	50	67
	128	00	02	39
	165	00	00	10
	167	00	17	43
	213	00	10	59
	214	00	33	35
	216	00	19	15
	217	00	54	65
	218	00	06	43
2) Nalluru	368	00	53	38
	370	00	43	32
	371	00	34	91
	372	00	22	65
	373	00	00	10
3) Padamati Khandrika	15	00	04	80
	16	00	19	12

	1	2	3	4	5
3) Padarnati Khandrika (Contd)	17		00	49	77
	18		00	37	12
	20		00	28	85
	Nala in Gat No.20		00	02	67
	33		00	22	12
	34		00	25	94
	35		00	09	25
	38		00	29	23
	39		00	42	07
4) Vegurumudi	163		00	13	34
	164		00	06	29
	166		00	67	62
	168		00	17	88
	174		00	54	27
	175		00	00	10
	176		00	34	03

[F.No. L-14014/18/2009-G.P.
K.K.SHARMA, Under Secy.]

नई दिल्ली, 19 जून, 2009

का. भा. 1715.—केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि पंजाब राज्य में रमन मंडी में हरियाणा राज्य में वहादुरगढ़ तक, पेट्रोलियम तेल के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा 'जी जो एम आर उत्पाद निष्क्रमण परियोजना' के कार्यान्वयन हेतु एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उक्त भूमि में, जो इस अधिमूचना में संलग्न अनुसूची में वर्णित है और जिसमें पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई भी व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख में जिसको भारत के राजपत्र में प्रकाशित इस अधिमूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री पहलाद सिंह, सक्षम प्राधिकारी, (हरियाणा), हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, गुरु गोविन्द सिंह गिफ्टइनगी उत्पाद निष्क्रमण परियोजना, एम सी एफ नं. - 29, मैक्टर -6 मार्केट, वहादुरगढ़ - 124507, हरियाणा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : बरवाला		जिला : हिसार		राज्य : हरियाणा		
गाँव का नाम	हदबस्त संख्या	मुस्ततिल संख्या	खसरा/ किला. संख्या	क्षेत्रफल		
				हेक्टेयर	एयर.	वर्गमीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1. पाबड़ा	65	194	19	00	06	57
			20	00	12	90
			22	00	06	57
			23	00	12	90
			24	00	12	14
			25	00	02	02
		195	16	00	04	04
		196	2	00	00	25
			5	00	08	09
		197	1	00	12	90
			2	00	09	61
			3	00	00	25
			6	00	00	75
			7	00	12	39
			8	00	12	65
			9	00	03	03
			14	00	01	77
			15	00	13	40
		198	11	00	09	36
			12	00	00	25
			18/1	00	00	50
			18/2	00	05	31
			19	00	14	16
			20	00	04	04
			23/1	00	00	50
			23/2	00	05	81
			24	00	13	15
			25	00	02	02

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		237	19	00	04	80
			20	00	13	66
			22	00	09	36
			23	00	12	65
			24	00	02	02
		238	1	00	12	65
			2	00	01	01
			7	00	00	25
			8	00	10	62
			9	00	13	15
			10	00	01	26
			13	00	03	54
			14	00	13	66
			15	00	07	33
			16	00	05	31
		239	4	00	00	25
			5	00	10	62
		246	3	00	00	75
			4	00	13	66
			5	00	08	34
			6	00	02	27
		247	1	00	00	75
			8	00	00	25
			9	00	08	85
			10	00	13	91
			12	00	02	02
			13	00	12	14
			14/1	00	04	55
			14/2	00	07	84
			15	00	01	77
			16	00	12	14
			17	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		248	19	00	04	80
			20	00	13	66
			21	00	00	25
			22	00	08	60
			23	00	14	16
			24	00	04	80
		283	11	00	07	59
			18	00	05	31
			19	00	14	16
			20	00	05	81
			23	00	08	85
			24	00	12	90
			25	00	00	75
		284	1	00	11	63
			2	00	00	75
			7	00	02	78
			8	00	12	90
			9	00	12	65
			10	00	02	02
			13	00	00	25
			14	00	10	37
			15	00	12	90
		285	4	00	03	03
			5	00	12	39
		298	4	00	00	75
			5	00	12	14
		299	1	00	08	60
			8	00	05	06
			9	00	13	91
			10	00	05	31
			13	00	10	12
			14/1	00	05	81

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		299	14/2	00	02	78
			16/2	00	09	86
			17	00	05	81
			25	00	07	59
		300	21	00	06	57
		325	21/2	00	00	25
		326	1	00	09	86
			2	00	05	81
			8	00	04	04
			9	00	11	38
			13	00	13	15
			14	00	03	03
			16	00	00	50
			17	00	15	18
			18	00	00	25
			24/2	00	00	50
			25/1	00	09	61
			25/2	00	01	26
		343	5	00	02	27
		344	1	00	13	91
			9	00	11	63
			10	00	02	78
			12	00	06	07
			13	00	09	86
			17	00	07	84
			18	00	07	84
			24	00	10	62
			25	00	05	56
		368	1	00	02	02
			9	00	01	26
			10	00	12	39

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		368	11	00	00	25
			12	00	13	40
			13	00	00	25
			18	00	10	12
			19/1	00	03	03
			23	00	09	61
			24	00	03	54
		369	5/1	00	06	07
			5/2	00	05	31
		387	4	00	14	42
			5/1	00	00	25
			6/1	00	01	26
			6/2	00	09	86
			7	00	02	27
			15/1	00	00	25
			15/2	00	08	09
		388	11	00	05	56
			19	00	00	25
			20	00	13	66
			22	00	11	89
			21/2	00	01	51
		411	19	00	09	36
			20	00	12	39
			22	00	10	87
			23	00	02	78
		412	2	00	06	57
			3	00	07	08
			7	00	01	01
			8/1	00	06	07
			8/2	00	04	30
			13	00	00	75
			14	00	13	66
			16	00	12	39
			17	00	05	81

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		432	2	00	00	25
			3	00	13	91
			4	00	00	25
			7	00	10	12
			8	00	03	54
			14	00	10	37
			15	00	03	03
			16	00	10	87
			17	00	00	75
			25	00	11	13
		456	20	00	09	10
			गन्ता	00	01	01
			21	00	11	13
			11/1	00	02	78
		457	5	00	11	13
			6	00	11	13
			15	00	08	85
			16	00	01	51
		476	1	00	11	13
			10/1	00	06	32
			10/2	00	05	31
			11/1	00	05	81
			11/2	00	01	77
			12	00	00	25
			18	00	04	55
			19	00	15	18
			20	00	01	01
			23	00	10	12
			24	00	09	61
		500	21	00	04	30
		501	1	00	01	26
			9	00	04	80
			10	00	13	91

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		501	12	00	08	60
			13	00	08	85
			16	00	00	50
			17	00	12	90
			18	00	06	32
			24	00	01	26
			25	00	14	42
		502	5	00	14	42
			4	00	05	31
			6	00	00	50
		523	1	00	10	87
			2	00	09	10
			7	00	00	75
			8	00	13	66
			9	00	05	81
			13	00	00	25
			14	00	12	39
			15/1	00	04	80
			15/2	00	00	75
			16	00	09	86
		524	20/1	00	00	25
			20/2	00	00	75
			20/3	00	09	36
			21	00	05	06
			22/1	00	02	27
			22/2	00	03	79
			22/3	00	06	57
			23/1	00	00	25
		543	11	00	02	27
			19	00	03	79
			20	00	13	91
			21	00	00	25
			22	00	12	14
			23/1	00	04	30

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		544	2	00	02	27
			3/1	00	04	04
			3/2	00	09	86
			4	00	00	25
			6	00	01	01
			7	00	15	18
			8	00	01	77
			14/2	00	01	01
			15	00	14	92
			16	00	00	25
		572	3	00	10	37
			4	00	07	59
			6	00	09	10
			7	00	08	60
			15	00	05	31
		573	11/2	00	11	13
			18	00	00	25
			19	00	11	63
			20	00	05	31
			गन्ता	00	01	26
			22/1	00	04	04
			22/2	00	00	25
			23	00	07	08
		587	19	00	06	57
			20	00	14	16
			22	00	07	59
			23	00	14	16
			24	00	03	28
		588	3	00	12	14
			7	00	00	75
			8	00	09	86
			13	00	00	75
			14	00	13	66
			15	00	08	60
			16	00	05	31

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		621	3	00	00	25
			4	00	10	12
			5	00	12	14
			6	00	00	25
		622	1/1	00	01	26
			8	00	00	25
			9	00	10	87
			10	00	12	39
			12	00	01	26
			13	00	13	40
			14	00	07	33
			16	00	12	90
			17	00	06	57
		623	20	00	03	28
			21	00	10	37
			22	00	12	90
			23	00	01	01
		631	2	00	00	75
			3	00	13	15
			4/1	00	03	28
			4/2	00	06	83
			5	00	00	25
			6	00	13	66
			7	00	03	28
		632	10	00	06	83
			11	00	07	33
			12	00	13	91
			13	00	03	03
			18	00	06	32
			19	00	00	25
			810	00	01	77
			833	00	01	51

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			846	00	03	03
			859	00	01	77
			862	00	01	77
			864	00	02	02
			876	00	02	02
			1166	00	00	75
			1168	00	01	51
			1171	00	00	75
			1175	00	00	75
			1176	00	00	75
			1177	00	00	75
			1190	00	03	79
			1218	00	03	03
			1224	00	01	01
			1230	00	01	01
			1238	00	00	75
			1254	00	00	75
			3467	00	02	78
			3468	00	02	53
			3484	00	02	53
			3522	00	01	26
			3573	00	01	26
			3575	00	01	26
			3631	00	01	51
			3643	00	02	02
			3673	00	01	77
			3674	00	01	51
2. ईशहेडी	126	7	21/1	00	00	25
		8	17/1	00	01	01
			17/2	00	08	85
			18	00	03	03
			24/1	00	01	01
			24/2	00	04	80
			25	00	13	15

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		10	5	00	02	27
		11	1/1	00	11	13
			1/2	00	04	04
			2	00	01	01
			8	00	03	54
			9/1	00	07	33
			नाला	00	01	26
			9/2	00	05	31
			10/1	00	01	01
			13	00	11	63
			14	00	08	34
			16/1	00	12	65
			16/2	00	01	51
			17	00	06	32
			25	00	00	50
		12	20	00	01	77
			21	00	12	14
			22	00	08	60
		18	10	00	00	25
			11	00	13	91
			12	00	03	79
			17	00	00	25
			18	00	11	13
			19	00	10	62
			20	00	00	25
			23/2	00	03	03
			23/3	00	01	01
			24	00	14	16
			25	00	04	04
		19	2	00	02	53
			3	00	14	16
			4	00	02	27
			6	00	10	12

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		19	7/1	00	10	62
			7/2	00	01	26
			8	00	00	25
			15	00	04	04
		29	4	00	00	25
			5	00	10	12
		30	1	00	09	61
			2/1	00	00	25
			8/2	00	03	79
			9/1/2	00	12	90
			9/2	00	00	25
			9/3	00	00	50
			10	00	02	78
			13	00	09	36
			14	00	12	90
			15	00	00	50
			16	00	13	91
			17	00	01	51
		31	20	00	07	08
			21	00	07	59
			22	00	12	39
		32	2	00	01	01
			72	00	01	77
			75	00	02	27
			78	00	02	78
3. भैणी बादशाहपुर	125	39	3	00	11	38
			4	00	11	38
			6	00	13	66
			5	00	00	25
			7	00	02	27

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		40	10	00	07	08
			11	00	06	07
			12	00	13	91
			13	00	03	28
			16	00	00	75
			17	00	12	39
			18	00	10	12
			19	00	00	25
			24	00	01	51
			25	00	13	66
		41	21	00	07	84
		49	11/1	00	01	26
			11/2	00	01	26
			18	00	00	25
			19	00	11	63
			20/1	00	06	83
			20/2	00	03	28
			22	00	03	03
			23	00	13	91
			24	00	04	30
		50	1	00	05	81
			2	00	13	91
			3	00	04	04
			7/1	00	01	26
			7/2	00	08	09
			8	00	10	62
			9	00	00	25
			14	00	03	54
			15	00	14	16
			16	00	00	25
		56	3	00	00	25
			4	00	10	12
			5	00	11	38
			6/1	00	02	27
			6/2	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		57	1	00	00	25
			9	00	04	80
			10	00	12	90
			12/1	00	06	57
			12/2	00	12	53
			13	00	12	39
			14	00	00	50
			16	00	03	54
			गन्ता	00	04	30
			17	00	13	66
			18	00	01	77
			25	00	08	09
		58	21	00	08	09
		60	1	00	04	04
			73	00	01	77
			260	00	01	51
			275	00	01	77
4. गन्ता	128	147	20	00	09	61
			गन्ता	00	01	77
			21	00	04	30
			22/1	00	02	53
			22/2	00	09	61
		148	1	00	04	30
			2/1	00	10	12
			गन्ता	00	01	26
			गन्ता	00	08	34
			7	00	00	25
			8	00	04	55
			9	00	05	31
			गन्ता	00	00	75
			14	00	16	44
			15	00	04	30
			16	00	11	13

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		152	2/1	00	00	23
			2/2	00	04	30
			3	00	13	60
			4/1	00	00	25
			6	00	00	75
			7/1	00	09	61
			7/2	00	05	31
			8	00	02	53
			14	00	01	01
			15	00	14	42
			16	00	00	25
		153	11	00	01	77
			19	00	03	79
			20	00	14	16
			21	00	00	25
			22	00	12	90
			23	00	05	31
		154	21	00	07	08
		155	10	00	04	30
			11	00	07	33
			12/1	00	08	85
			12/2	00	04	80
			13/1	00	01	51
			16	00	00	25
			17	00	10	87
			18	00	12	65
			19/1	00	00	75
			24	00	02	78
			25	00	12	90
		156	3	00	10	12
			4	00	10	12
			5	00	00	25
			6/1	00	00	75
			6/2	00	13	66
			7	00	03	79

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		204	1	00	07	08
			2	00	13	66
			3	00	03	28
			6	00	00	50
			7	00	12	90
			8	00	10	12
			9	00	00	25
			14	00	01	01
			15	00	11	13
		205	11	00	10	12
			12	00	00	25
			18/2	00	06	57
			19	00	13	91
			20	00	03	28
			23	00	07	59
			24	00	13	40
			25/2	00	01	01
		239	21	00	12	39
			22	00	11	89
			23	00	02	02
		240	11	00	12	14
			गम्ना	00	01	01
			12	00	12	14
			13	00	02	02
			16	00	07	59
			17	00	12	90
			18	00	11	38
			19	00	01	26
			25/1	00	04	55
			गम्ना	00	01	01
		241	1	00	12	39
			2	00	00	25
			ग्लव लाईन	00	15	18

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		241	6	00	04	30
			7/1	00	04	30
			7/2	00	10	37
			9	00	05	56
			गन्ता	00	00	50
			10	00	01	77
			14	00	00	25
			15	00	08	60
		242	4	00	00	25
			5	00	10	87
		263	2	00	00	75
			3	00	11	13
			4	00	12	90
			5	00	06	07
			6	00	07	08
		264	8	00	00	75
			9	00	11	38
			10	00	13	40
			12	00	01	77
			13	00	11	89
			14	00	12	90
			15	00	04	55
			16	00	08	09
			17	00	00	25
		265	18	00	00	25
			19	00	09	61
			20	00	12	14
			22	00	03	79
			23	00	12	90
			24	00	12	65
			25	00	02	78
		291	11	00	13	40
			12	00	01	77
			गन्ता	00	03	03

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		291	18	00	03	79
			19	00	12	39
			23/1	00	08	85
			23/2	00	04	55
			24	00	02	53
		292	1	00	13	40
			2	00	07	33
			6	00	03	03
			7	00	14	42
			8	00	06	83
			9	00	05	81
			14	00	00	25
			15	00	09	61
			गम्ता	00	00	75
		293	4	00	00	25
			5	00	10	12
		324	3	00	00	25
			4	00	14	42
			5	00	01	01
			6	00	14	67
			7	00	00	75
			15	00	00	75
			गम्ता	00	01	01
		325	10	00	00	75
			11	00	14	92
			12	00	00	25
			19	00	12	90
			18	00	00	25
			गम्ता	00	01	26
			20	00	01	26
			गम्ता	00	01	26
			22	00	01	01
			23	00	15	18
			24	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		345	21	00	12	14
			22	00	05	31
		346	18	00	04	04
			19	00	12	14
			20	00	12	39
			22	00	01	01
			23	00	09	36
			24	00	12	39
			25	00	12	39
		347	10/1	00	00	25
			11	00	11	63
			12/1	00	07	33
			12/2	00	05	06
			13	00	10	87
			14	00	01	26
			16/1	00	06	07
			गान्ता	00	02	78
			16/2	00	04	55
			17	00	11	13
			18	00	02	02
		348	3	00	01	01
			4	00	14	92
			5/1	00	00	25
			5/2	00	00	25
			6	00	14	42
			7/1	00	00	75
			7/2	00	00	75
			15/1	00	00	50
		382	1	00	00	25
			2	00	07	33
			3/1	00	07	08
			गान्ता	00	01	77
			3/2	00	03	54

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		382	4	00	12	90
			5	00	11	38
			6	00	01	01
		383	1	00	02	78
			6	00	02	53
			7	00	11	38
			8	00	12	65
			9	00	12	65
			10	00	09	36
			14	00	01	51
			15	00	09	86
		384	11	00	12	39
			12	00	08	34
			18	00	09	61
			19	00	08	09
			23	00	07	08
			24	00	11	63
		402	9/1	00	00	25
			10	00	11	63
			11	00	03	54
			12/1	00	03	79
			12/2	00	06	57
			13	00	00	25
			17/2	00	00	25
			18	00	13	91
			19	00	03	03
			23	00	02	78
			24	00	14	42
			25/2	00	00	25
		403	4	00	05	56
			5	00	12	14
			6	00	03	03

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		437	4	00	02	27
			5	00	14	16
			6	00	01	01
		438	1	00	00	25
			9	00	00	25
			10	00	13	66
			गन्ता	00	01	26
			11	00	01	51
			12	00	14	92
			13	00	00	75
			17	00	01	01
			18	00	14	92
			19/1	00	01	26
			23	00	00	75
			24/1	00	03	03
			24/2	00	11	38
			24/3	00	00	50
			25/1	00	00	25
			25/2	00	00	75
		451	1	00	01	77
			9	00	01	77
			10	00	14	42
			11	00	00	25
			12	00	13	91
			13	00	01	77
			17	00	02	78
			18	00	13	40
			19	00	00	25
			23/2	00	00	25
			24	00	13	15
			25	00	01	77
			गन्ता	00	01	26
		452	4	00	00	75
			5	00	13	66
			6	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		487	4	00	00	25
			5	00	11	63
			गन्ता	00	01	26
		488	1	00	03	79
			9/2	00	03	54
			10	00	12	90
			12	00	12	65
			13	00	04	55
			17	00	04	55
			18	00	11	89
			24	00	06	07
			25	00	00	75
		496	4	00	01	26
			5	00	12	65
			6	00	08	85
		495	10	00	03	79
			11	00	12	65
			19	00	07	08
			20	00	05	81
			22	00	13	15
			23/1	00	00	25
		538	2	00	02	53
			3	00	10	62
			7	00	04	04
			8/1	00	01	51
			8/2	00	06	07
			8/3	00	03	28
			13	00	00	25
			14	00	09	36
			15	00	12	90
		539	11	00	06	83
			20	00	05	31

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			951	00	01	01
			963	00	05	31
			982	00	01	26
			989	00	01	01
			1012	00	01	01
			1014	00	00	75
			1029	00	01	26
			1031	00	01	01
			1032	00	01	01
			1109	00	04	80
			1121	00	03	03
			1123	00	04	04
			1134	00	02	27
			2704	00	01	01
			2728	00	01	01
			2730	00	04	04
			2778	00	00	75
			2791	00	00	75
			2792	00	01	26
			2799	00	01	26
			2808	00	01	01
5. बधावड़	19	20	18	00	07	33
			19	00	13	66
			23	00	06	57
			24	00	13	66
			25	00	05	81
		22	5	00	07	84
		23	1	00	12	65
			2	00	04	30
			6	00	00	25
			7	00	03	28
			8	00	13	40
			9	00	09	36
			10	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		23	13	00	00	25
			14	00	10	12
			15	00	13	66
			16	00	00	25
		24	11	00	03	03
			18	00	02	27
			19	00	13	40
			20	00	10	62
			22	00	00	25
			23	00	10	62
			24	00	13	15
			25	00	01	77
		34	11	00	00	50
			18	00	00	75
			19	00	11	89
			20	00	12	90
			22	00	02	02
			23	00	12	90
			24	00	10	87
			25	00	00	25
		35	1	00	12	39
			2	00	01	01
			7	00	00	75
			8	00	12	14
			9	00	12	39
			10	00	01	01
			13	00	01	26
			14	00	12	65
			15	00	11	63
			16	00	01	77
		36	4	00	00	25
			5	00	08	09

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		45	4	00	03	03
			5	00	13	15
		46	1	00	10	37
			2	00	00	25
			7	00	00	25
			8	00	09	36
			9	00	13	40
			10	00	02	78
			13	00	03	03
			14	00	13	66
			15	00	08	60
			16	00	03	79
		47	19	00	08	09
			20	00	13	66
			22	00	09	61
			23	00	05	81
		53	21	00	11	13
		54	3	00	12	90
			4	00	00	75
			7	00	12	14
			8/1	00	01	26
			14	00	07	33
			15	00	06	07
			16	00	13	15
			25	00	01	26
		72	1	00	07	33
			2	00	05	81
			8	00	01	01
			9	00	12	90
			12	00	01	77
			13	00	12	39
			17/2	00	05	56

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		72	18	00	08	60
			23/2	00	00	25
			24/1	00	09	36
			24/2	00	01	77
		77	11	00	01	77
			16	00	00	25
			19	00	00	25
			20	00	13	91
			21/2	00	03	28
			22	00	10	62
		78	3/1	00	00	25
			3/2	00	00	25
			4/1/1	00	08	85
			4/1/2	00	01	51
			4/2	00	01	77
			6	00	07	08
			7/1	00	05	06
			7/2/1	00	02	27
			15	00	11	38
			16	00	00	25
		97	21	00	01	01
		98	2	00	09	86
			3	00	04	30
			7	00	00	50
			8	00	13	66
			13	00	01	77
			14	00	12	65
			16	00	07	08
			17	00	07	33
			25	00	12	65
		103	1	00	13	40
			9	00	09	10
			गम्ना	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		103	10	00	04	80
			12	00	09	36
			13	00	04	30
			19	00	01	77
			17	00	00	25
			23	00	01	01
			24	00	13	40
		104	5	00	00	25
		128	4	00	04	55
			5	00	08	85
			6	00	08	85
		129	10	00	06	07
			11	00	12	14
			12	00	04	04
			18	00	00	75
			19	00	15	18
			22	00	01	01
			23	00	11	38
		130	3	00	03	79
			4	00	10	62
			6	00	06	83
			7	00	08	60
			15	00	12	14
			209	00	04	30
			210	00	05	06
			220	00	01	77
			230	00	01	77
			232	00	04	30
			233	00	02	02
			234	00	01	01
			235	00	02	27
			240	00	00	75
			243	00	01	26

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
6. ढड		18	6	11	00	03	03
				19	00	01	01
				20	00	14	42
				21	00	01	01
				22	00	13	40
		7		21	00	02	02
		8		2	00	04	30
				3	00	10	37
				7/1	00	06	57
				8	00	08	60
				14	00	13	40
				15/1	00	00	25
				16	00	10	87
				17	00	02	02
				25	00	10	87
		14		1/1	00	06	57
				1/2	00	06	57
				9	00	05	06
				10	00	08	09
				12	00	12	39
				18	00	08	85
				19/1	00	04	55
				23	00	12	39
				24	00	00	75
		15		5	00	00	25
		23		3	00	01	26
				4	00	14	67
				5	00	00	25
				6	00	13	40
				7/1	00	03	03
				15	00	03	28
				गम्ता	00	01	26

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		24	11	00	11	63
			19	00	11	63
			20	00	04	30
			22	00	05	56
			23	00	09	86
		28	11	00	09	36
			12	00	00	25
			18	00	04	80
			19	00	14	16
			20	00	04	30
			23	00	08	85
			24	00	13	15
			25	00	01	01
		29	3	00	07	08
			4	00	09	10
			6	00	07	84
			7	00	08	09
			15	00	09	36
		44	4	00	01	26
			5	00	12	65
		45	1	00	09	61
			8	00	03	54
			9	00	13	40
			10	00	04	55
			12	00	00	25
			13	00	11	89
			14	00	06	57
			16	00	09	36
			17/1	00	06	32
			17/2	00	02	78
			25	00	05	81
		46	21	00	12	14
			22	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		49	20	00	09	36
			21	00	05	81
			22	00	12	14
			23	00	00	25
		50	1	00	03	28
			2	00	13	91
			3	00	01	26
			7	00	03	79
			8	00	14	67
			9	00	00	75
			13	00	00	25
			14	00	12	14
			15	00	07	84
			16	00	08	85
		69	2	00	03	03
			3	00	14	67
			4	00	00	75
			6/2	00	03	54
			7	00	14	67
			8	00	01	01
			15	00	10	87
			गयना	00	01	26
		70	11	00	06	57
			19	00	09	86
			20	00	08	60
			22	00	05	31
			23	00	12	65
			24	00	00	25
		73	21	00	13	15
			22	00	01	77
		74	10	00	07	08
			11	00	06	32

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		74	12	00	13	66
			13	00	05	56
			16	00	03	54
			17	00	13	40
			18	00	08	09
			24	00	00	25
			25	00	09	36
			गन्ना	00	00	75
		75	3	00	02	78
			4	00	14	67
			5	00	01	01
			6/1	00	03	79
			नहर	00	04	04
			6/2	00	06	07
			7	00	00	75
		94	1	00	00	50
			2	00	11	39
			3	00	12	65
			4	00	01	01
			7	00	12	90
			8	00	01	26
			15	00	02	02
7. व्यापार खेड़ा	16	97	6	00	00	25
		98	11	00	09	36
			18	00	07	33
			19	00	13	66
			20	00	04	55
			23	00	05	56
			गन्ना	00	01	01
			24	00	13	40
			25	00	02	27
			गन्ना	00	02	02

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		117	19	00	04	04
			20/1	00	09	86
			20/2	00	00	75
			22	00	07	08
			23/1	00	05	81
			23/2	00	06	83
			24/1	00	01	51
			24/2	00	00	25
		118	1	00	13	15
			2	00	02	27
			7	00	00	50
			8	00	11	89
			9	00	11	63
			10	00	00	50
			13	00	02	02
			14	00	13	15
			15	00	09	61
			16	00	03	03
			नाला	00	01	01
		119	4/1	00	00	25
			5	00	09	36
		122	3	00	00	25
			4	00	10	37
			5	00	12	14
			6	00	00	50
		123	1	00	01	51
			8	00	00	25
			9	00	10	87
			10	00	12	90
			12	00	02	27
			13	00	13	66
			14	00	08	85
			16	00	14	42
			17	00	04	80

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		124	20	00	03	54
			21	00	12	90
			22	00	03	03
		135	2	00	12	39
			3	00	01	77
			7	00	02	27
			8	00	14	16
			9	00	00	25
			13	00	00	25
			14	00	16	19
			16	00	11	38
			17	00	00	25
			20	00	00	25
			25	00	00	25
			172	00	01	77
			174	00	03	54
			197	00	04	55
			199	00	02	02

[फा. सं. आर-31015/6/2009-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 19th June, 2009

S. O. 1715.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum Products from Raman Mandi in the State of Punjab to Bahadurgarh in the State of Haryana for implementation of "GGSR Products Evacuation Project pipeline from Raman Mandi to Bahadurgarh", should be laid by the Hindustan Petroleum Corporation Limited;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the Right of User therein or laying of the pipeline under the land, to Shri Prahlad Singh, Competent Authority (Haryana), Hindustan Petroleum Corporation Limited, Guru Gobind Singh Refinery Product Evacuation Project SCF No. – 29, Sector – 6 Market, Bahadurgarh – 124507, Haryana.

SCHEDULE

Tehsil : BARWALA		District : HISAR			State : HARYANA		
Name of Village	Hadbast No.	Mustatil No.	Khasra / Killa No.	Area			
				Hectare	Are	Square Metre	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	
1. PABRA	65	194	19	00	06	57	
			20	00	12	90	
			22	00	06	57	
			23	00	12	90	
			24	00	12	14	
			25	00	02	02	
			195	16	00	04	04
			196	2	00	00	25
			5	00	08	09	
			197	1	00	12	90
			2	00	09	61	
			3	00	00	25	
			6	00	00	75	
			7	00	12	39	
			8	00	12	65	
			9	00	03	03	
			14	00	01	77	
			15	00	13	40	
			198	11	00	09	36
			12	00	00	25	
			18/1	00	00	50	
			18/2	00	05	31	
			19	00	14	16	
			20	00	04	04	
			23/1	00	00	50	
			23/2	00	05	81	
			24	00	13	15	
			25	00	02	02	

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		237	19	00	04	80
			20	00	13	66
			22	00	09	36
			23	00	12	65
			24	00	02	02
		238	1	00	12	65
			2	00	01	01
			7	00	00	25
			8	00	10	62
			9	00	13	15
			10	00	01	26
			13	00	03	54
			14	00	13	66
			15	00	07	33
			16	00	05	31
		239	4	00	00	25
			5	00	10	62
		246	3	00	00	75
			4	00	13	66
			5	00	08	34
			6	00	02	27
		247	1	00	00	75
			8	00	00	25
			9	00	08	85
			10	00	13	91
			12	00	02	02
			13	00	12	14
			14/1	00	04	55
			14/2	00	07	84
			15	00	01	77
			16	00	12	14
			17	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		248	19	00	04	80
			20	00	13	66
			21	00	00	25
			22	00	08	60
			23	00	14	16
			24	00	04	80
		283	11	00	07	59
			18	00	05	31
			19	00	14	16
			20	00	05	81
			23	00	08	85
			24	00	12	90
			25	00	00	75
		284	1	00	11	63
			2	00	00	75
			7	00	02	78
			8	00	12	90
			9	00	12	65
			10	00	02	02
			13	00	00	25
			14	00	10	37
			15	00	12	90
		285	4	00	03	03
			5	00	12	39
		298	4	00	00	75
			5	00	12	14
		299	1	00	08	60
			8	00	05	06
			9	00	13	91
			10	00	05	31
			13	00	10	12
			14/1	00	05	81

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		299	14/2	00	02	78
			16/2	00	09	86
			17	00	05	81
			25	00	07	59
		300	21	00	06	57
		325	21/2	00	00	25
		326	1	00	09	86
			2	00	05	81
			8	00	04	04
			9	00	11	38
			13	00	13	15
			14	00	03	03
			16	00	00	50
			17	00	15	18
			18	00	00	25
			24/2	00	00	50
			25/1	00	09	61
			25/2	00	01	26
		343	5	00	02	27
		344	1	00	13	91
			9	00	11	63
			10	00	02	78
			12	00	06	07
			13	00	09	86
			17	00	07	84
			18	00	07	84
			24	00	10	62
			25	00	05	56
		368	1	00	02	02
			9	00	01	26
			10	00	12	39

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		368	11	00	00	25
			12	00	13	40
			13	00	00	25
			18	00	10	12
			19/1	00	03	03
			23	00	09	61
			24	00	03	54
		369	5/1	00	06	07
			5/2	00	05	31
		387	4	00	14	42
			5/1	00	00	25
			6/1	00	01	26
			6/2	00	09	86
			7	00	02	27
			15/1	00	00	25
			15/2	00	08	09
		388	11	00	05	56
			19	00	00	25
			20	00	13	66
			22	00	11	89
			21/2	00	01	51
		411	19	00	09	36
			20	00	12	39
			22	00	10	87
			23	00	02	78
		412	2	00	06	57
			3	00	07	08
			7	00	01	01
			8/1	00	03	07
			8/2	00	04	30
			13	00	00	75
			14	00	13	66
			16	00	12	39
			17	00	05	81

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		432	2	00	00	25
			3	00	13	91
			4	00	00	25
			7	00	10	12
			8	00	03	54
			14	00	10	37
			15	00	03	03
			16	00	10	87
			17	00	00	75
			25	00	11	13
		456	20	00	09	10
			Cart track	00	01	01
			21	00	11	13
			11/1	00	02	78
		457	5	00	11	13
			6	00	11	13
			15	00	08	85
			16	00	01	51
		476	1	00	11	13
			10/1	00	06	32
			10/2	00	05	31
			11/1	00	05	81
			11/2	00	01	77
			12	00	00	25
			18	00	04	55
			19	00	15	18
			20	00	01	01
			23	00	10	12
			24	00	09	61
		500	21	00	04	30
		501	1	00	01	26
			9	00	04	80
			10	00	13	91

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		501	12	00	08	60
			13	00	08	85
			16	00	00	50
			17	00	12	90
			18	00	06	32
			24	00	01	26
			25	00	14	42
		502	5	00	14	42
			4	00	05	31
			6	00	00	50
		523	1	00	10	87
			2	00	09	10
			7	00	00	75
			8	00	13	66
			9	00	05	81
			13	00	00	25
			14	00	12	39
			15/1	00	04	80
			15/2	00	00	75
			16	00	09	86
		524	20/1	00	00	25
			20/2	00	00	75
			20/3	00	09	36
			21	00	05	06
			22/1	00	02	27
			22/2	00	03	79
			22/3	00	06	57
			23/1	00	00	25
		543	11	00	02	27
			19	00	03	79
			20	00	13	91
			21	00	00	25
			22	00	12	14
			23/1	00	04	30

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		544	2	00	02	27
			3/1	00	04	04
			3/2	00	09	86
			4	00	00	25
			6	00	01	01
			7	00	15	18
			8	00	01	77
			14/2	00	01	01
			15	00	14	92
			16	00	00	25
		572	3	00	10	37
			4	00	07	59
			6	00	09	10
			7	00	08	60
			15	00	05	31
		573	11/2	00	11	13
			18	00	00	25
			19	00	11	63
			20	00	05	31
			Cart track	00	01	26
			22/1	00	04	04
			22/2	00	00	25
			23	00	07	08
		587	19	00	06	57
			20	00	14	16
			22	00	07	59
			23	00	14	16
			24	00	03	28
		588	3	00	12	14
			7	00	00	75
			8	00	09	86
			13	00	00	75
			14	00	13	66
			15	00	08	60
			16	00	05	31

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		621	3	00	00	25
			4	00	10	12
			5	00	12	14
			6	00	00	25
		622	1/1	00	01	26
			8	00	00	25
			9	00	10	87
			10	00	12	39
			12	00	01	26
			13	00	13	40
			14	00	07	33
			16	00	12	90
			17	00	06	57
		623	20	00	03	28
			21	00	10	37
			22	00	12	90
			23	00	01	01
		631	2	00	00	75
			3	00	13	15
			4/1	00	03	28
			4/2	00	06	83
			5	00	00	25
			6	00	13	66
			7	00	03	28
		632	10	00	06	83
			11	00	07	33
			12	00	13	91
			13	00	03	03
			18	00	06	32
			19	00	00	25
			810	00	01	77
			833	00	01	51

(1)	(2)	(3)	(4)	(5)	(6)	(7)
			846	00	03	03
			859	00	01	77
			862	00	01	77
			864	00	02	02
			876	00	02	02
			1166	00	00	75
			1168	00	01	51
			1171	00	00	75
			1175	00	00	75
			1176	00	00	75
			1177	00	00	75
			1190	00	03	79
			1218	00	03	03
			1224	00	01	01
			1230	00	01	01
			1238	00	00	75
			1254	00	00	75
			3467	00	02	78
			3468	00	02	53
			3484	00	02	53
			3522	00	01	26
			3573	00	01	26
			3575	00	01	26
			3631	00	01	51
			3643	00	02	02
			3673	00	01	77
			3674	00	01	51
2. ISERHERI	126	7	21/1	00	00	25
		8	17/1	00	01	01
			17/2	00	08	85
			18	00	03	03
			24/1	00	01	01
			24/2	00	04	80
			25	00	13	15

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		10	5	00	02	27
		11	1/1	00	11	13
			1/2	00	04	04
			2	00	01	01
			8	00	03	54
			9/1	00	07	33
			Nala	00	01	26
			9/2	00	05	31
			10/1	00	01	01
			13	00	11	63
			14	00	08	34
			16/1	00	12	65
			16/2	00	01	51
			17	00	06	32
			25	00	00	50
		12	20	00	01	77
			21	00	12	14
			22	00	08	60
		18	10	00	00	25
			11	00	13	91
			12	00	03	79
			17	00	00	25
			18	00	11	13
			19	00	10	62
			20	00	00	25
			23/2	00	03	03
			23/3	00	01	01
			24	00	14	16
			25	00	04	04
		19	2	00	02	53
			3	00	14	16
			4	00	02	27
			6	00	10	12

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		19	7/1	00	10	62
			7/2	00	01	26
			8	00	00	25
			15	00	04	04
		29	4	00	00	25
			5	00	10	12
		30	1	00	09	61
			2/1	00	00	25
			8/2	00	03	79
			9/1/2	00	12	90
			9/2	00	00	25
			9/3	00	00	50
			10	00	02	78
			13	00	09	36
			14	00	12	90
			15	00	00	50
			16	00	13	91
			17	00	01	51
		31	20	00	07	08
			21	00	07	59
			22	00	12	39
		32	2	00	01	01
			72	00	01	77
			75	00	02	27
			78	00	02	78
3. BHAINI BADSHAHPUR	125	39	3	00	11	38
			4	00	11	38
			6	00	13	66
			5	00	00	25
			7	00	02	27

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		40	10	00	07	08
			11	00	06	07
			12	00	13	91
			13	00	03	28
			16	00	00	75
			17	00	12	39
			18	00	10	12
			19	00	00	25
			24	00	01	51
			25	00	13	66
		41	21	00	07	84
		49	11/1	00	01	26
			11/2	00	01	26
			18	00	00	25
			19	00	11	63
			20/1	00	06	83
			20/2	00	03	28
			22	00	03	03
			23	00	13	91
			24	00	04	30
		50	1	00	05	81
			2	00	13	91
			3	00	04	04
			7/1	00	01	26
			7/2	00	08	09
			8	00	10	62
			9	00	00	25
			14	00	03	54
			15	00	14	16
			16	00	00	25
		56	3	00	00	25
			4	00	10	12
			5	00	11	38
			6/1	00	02	27
			6/2	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		57	1	00	00	25
			9	00	04	80
			10	00	12	90
			12/1	00	06	57
			12/2	00	02	53
			13	00	12	39
			14	00	00	50
			16	00	03	54
			Nala	00	04	30
			17	00	13	66
			18	00	01	77
			25	00	08	09
		58	21	00	08	09
		60	1	00	04	04
			73	00	01	77
			260	00	01	51
			275	00	01	77
4. BARWALA	128	147	20	00	09	61
			Cart Track	00	01	77
			21	00	04	30
			22/1	00	02	53
			22/2	00	09	61
		148	1	00	04	30
			2/1	00	10	12
			Cart Track	00	01	26
			Cart Track	00	08	34
			7	00	00	25
			8	00	04	55
			9	00	05	31
			Cart Track	00	00	75
			14	00	16	44
			15	00	04	30
			16	00	11	13

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		152	2/1	00	00	25
			2/2	00	04	30
			3	00	13	66
			4/1	00	00	25
			6	00	00	75
			7/1	00	09	61
			7/2	00	05	31
			8	00	02	53
			14	00	01	01
			15	00	14	42
			16	00	00	25
		153	11	00	01	77
			19	00	03	79
			20	00	14	16
			21	00	00	25
			22	00	12	90
			23	00	05	31
		190	21	00	07	08
		191	10	00	04	30
			11	00	07	33
			12/1	00	08	85
			12/2	00	04	80
			13/1	00	01	51
			16	00	00	25
			17	00	10	87
			18	00	12	65
			19/1	00	00	75
			24	00	02	78
			25	00	12	90
		192	3	00	10	12
			4	00	10	12
			5	00	00	25
			6/1	00	00	75
			6/2	00	13	66
			7	00	03	79

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		204	1	00	07	08
			2	00	13	66
			3	00	03	28
			6	00	00	50
			7	00	12	90
			8	00	10	12
			9	00	00	25
			14	00	01	01
			15	00	11	13
		205	11	00	10	12
			12	00	00	25
			18/2	00	06	57
			19	00	13	91
			20	00	03	28
			23	00	07	59
			24	00	13	40
			25/2	00	01	01
		239	21	00	12	39
			22	00	11	89
			23	00	02	02
		240	11	00	12	14
			Cart Track	00	01	01
			12	00	12	14
			13	00	02	02
			16	00	07	59
			17	00	12	90
			18	00	11	38
			19	00	01	26
			25/1	00	04	55
			Cart Track	00	01	01
		241	1	00	12	39
			2	00	00	25
			Railway Line	00	15	18

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		241	6	00	04	30
			7/1	00	04	30
			7/2	00	10	37
			9	00	05	56
			Cart Track	00	00	50
			10	00	01	77
			14	00	00	25
			15	00	08	60
		242	4	00	00	25
			5	00	10	87
		263	2	00	00	75
			3	00	11	13
			4	00	12	90
			5	00	06	07
			6	00	07	08
		264	8	00	00	75
			9	00	11	38
			10	00	13	40
			12	00	01	77
			13	00	11	89
			14	00	12	90
			15	00	04	55
			16	00	08	09
			17	00	00	25
		265	18	00	00	25
			19	00	09	61
			20	00	12	14
			22	00	03	79
			23	00	12	90
			24	00	12	65
			25	00	02	78
		291	11	00	13	40
			12	00	01	77
			Cart Track	00	03	03

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		291	18	00	03	79
			19	00	12	39
			23/1	00	08	85
			23/2	00	04	55
			24	00	02	53
		292	1	00	13	40
			2	00	07	33
			6	00	03	03
			7	00	14	42
			8	00	06	83
			9	00	05	81
			14	00	00	25
			15	00	09	61
			Cart Track	00	00	75
		293	4	00	00	25
			5	00	10	12
		324	3	00	00	25
			4	00	14	42
			5	00	01	01
			6	00	14	67
			7	00	00	75
			15	00	00	75
			Cart Track	00	01	01
		325	10	00	00	75
			11	00	14	92
			12	00	00	25
			19	00	12	90
			18	00	00	25
			Cart Track	00	01	26
			20	00	01	26
			Cart Track	00	01	26
			22	00	01	01
			23	00	15	18
			24	00	01	01

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		345	21	00	12	14
			22	00	05	31
		346	18	00	04	04
			19	00	12	14
			20	00	12	39
			22	00	01	01
			23	00	09	36
			24	00	12	39
			25	00	12	39
		347	10/1	00	00	25
			11	00	11	63
			12/1	00	07	33
			12/2	00	05	06
			13	00	10	87
			14	00	01	26
			16/1	00	06	07
			Cart Track	00	02	78
			16/2	00	04	55
			17	00	11	13
			18	00	02	02
		348	3	00	01	01
			4	00	14	92
			5/1	00	00	25
			5/2	00	00	25
			6	00	14	42
			7/1	00	00	75
			7/2	00	00	75
			15/1	00	00	50
		382	1	00	00	25
			2	00	07	33
			3/1	00	07	08
			Cart Track	00	01	77
			3/2	00	03	54

(1)	(2)	(3)	(4)	(5)	(6)	(7)
382	4	00	12	90		
382	5	00	11	38		
382	6	00	01	01		
383	1	00	02	78		
383	6	00	02	53		
383	7	00	11	38		
383	8	00	12	65		
383	9	00	12	65		
383	10	00	09	36		
383	14	00	01	51		
383	15	00	09	86		
384	11	00	12	39		
384	12	00	08	34		
384	18	00	09	61		
384	19	00	08	09		
384	23	00	07	08		
384	24	00	11	63		
402	9/1	00	00	25		
402	10	00	11	63		
402	11	00	03	54		
402	12/1	00	03	79		
402	12/2	00	06	57		
402	13	00	00	25		
402	17/2	00	00	25		
402	18	00	13	91		
402	19	00	03	03		
402	23	00	02	78		
402	24	00	14	42		
402	25/2	00	00	25		
403	4	00	05	56		
403	5	00	12	14		
403	6	00	03	03		

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		437	4	00	02	27
			5	00	14	16
			6	00	01	01
		438	1	00	00	25
			9	00	00	25
			10	00	13	66
			Cart Track	00	01	26
			11	00	01	51
			12	00	14	92
			13	00	00	75
			17	00	01	01
			18	00	14	92
			19/1	00	01	26
			23	00	00	75
			24/1	00	03	03
			24/2	00	11	38
			24/3	00	00	50
			25/1	00	00	25
			25/2	00	00	75
		451	1	00	01	77
			9	00	01	77
			10	00	14	42
			11	00	00	25
			12	00	13	91
			13	00	01	77
			17	00	02	78
			18	00	13	40
			19	00	00	25
			23/2	00	00	25
			24	00	13	15
			25	00	01	77
			Cart Track	00	01	26
		452	4	00	00	75
			5	00	13	66
			6	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		487	4	00	00	25
			5	00	11	63
			Cart Track	00	01	26
		488	1	00	03	79
			9/2	00	03	54
			10	00	12	90
			12	00	12	65
			13	00	04	55
			17	00	04	55
			18	00	11	89
			24	00	06	07
			25	00	00	75
		496	4	00	01	26
			5	00	12	65
			6	00	08	85
		495	10	00	03	79
			11	00	12	65
			19	00	07	08
			20	00	05	81
			22	00	13	15
			23/1	00	00	25
		538	2	00	02	53
			3	00	10	62
			7	00	04	04
			8/1	00	01	51
			8/2	00	06	07
			8/3	00	03	28
			13	00	00	25
			14	00	09	36
			15	00	12	90
		539	11	00	06	83
			20	00	05	31

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
83	00	00	184	951	00	01	01
84	00	00		963	00	05	31
85	10	00	Abul Jaro	982	00	01	26
				989	00	01	01
87	00	00	884	1012	00	01	01
88	00	00	890	1014	00	00	75
89	01	00	91	1029	00	01	26
90	01	00	91	1031	00	01	01
91	00	00	91	1032	00	01	01
92	00	00	91	1109	00	04	80
93	00	00	91	1121	00	03	03
94	00	00	92	1123	00	04	04
95	00	00	92	1134	00	02	27
				2704	00	01	01
98	00	00	934	2728	00	01	01
99	01	00	9	2730	00	04	04
00	00	00		2778	00	00	75
				2791	00	00	75
01	00	00	954	2792	00	01	26
02	01	00	91	2799	00	01	26
03	00	00	91	2808	00	01	01
04	00	00	05				
5. BADHAWAR	00	00	19	20	18	00	07
05	00	00	1952		19	00	13
					23	00	06
07	00	00	8	853	24	00	13
08	01	00	8		25	00	05
09	00	00	7				81
10	10	00	118	22	5	00	07
11	00	00	118				84
12	00	00	118	23	1	00	12
13	00	00	11		2	00	04
14	00	00	11		6	00	00
15	01	00	11		7	00	03
					8	00	13
18	00	00	11	933	9	00	09
19	00	00	05		10	00	00
							25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
20	20	00	4	23	13	00 00 25
21	21	00	5		14	00 10 12
					15	00 13 66
22	01	00	7		16	00 00 25
23	00	00	8			
24	00	00	9	24	11	00 03 03
25	00	00	10		18	00 02 27
26	01	00	11		19	00 13 40
27	02	00	12		20	00 10 62
28	03	00	13		22	00 00 25
29	04	00	14		23	00 10 62
30	05	00	15		24	00 13 15
31	06	00	16		25	00 01 77
32	07	00	17	34	11	00 00 50
33	08	00	18		18	00 00 75
34	09	00	19		19	00 11 89
35	10	00	20		20	00 12 90
36	11	00	21		22	00 02 02
			22		23	00 12 90
			23		24	00 10 87
37	12	00	24		25	00 00 25
38	13	00	25			
39	14	00	26	35	1	00 12 39
40	15	00	27		2	00 01 01
41	16	00	28		7	00 00 75
42	17	00	29		8	00 12 14
43	18	00	30		9	00 12 39
44	19	00	31		10	00 01 01
45	20	00	32		13	00 01 26
46	21	00	33		14	00 12 65
47	22	00	34		15	00 11 63
48	23	00	35		16	00 01 77
49	24	00	36	36	4	00 00 25
50	25	00	37		5	00 08 09

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		45	4	00	03	03
			5	00	13	15
		46	1	00	10	37
			2	00	00	25
			7	00	00	25
			8	00	09	36
			9	00	13	40
			10	00	02	78
			13	00	03	03
			14	00	13	66
			15	00	08	60
			16	00	03	79
		47	19	00	08	09
			20	00	13	66
			22	00	09	61
			23	00	05	81
		53	21	00	11	13
		54	3	00	12	90
			4	00	00	75
			7	00	12	14
			8/1	00	01	26
			14	00	07	33
			15	00	06	07
			16	00	13	15
			25	00	01	26
		72	1	00	07	33
			2	00	05	81
			8	00	01	01
			9	00	12	90
			12	00	01	77
			13	00	12	39
			17/2	00	05	56

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		72	18	00	08	60
			23/2	00	00	25
			24/1	00	09	36
			24/2	00	01	77
		77	11	00	01	77
			16	00	00	25
			19	00	00	25
			20	00	13	91
			21/2	00	03	28
			22	00	10	62
		78	3/1	00	00	25
			3/2	00	00	25
			4/1/1	00	08	85
			4/1/2	00	01	51
			4/2	00	01	77
			6	00	07	08
			7/1	00	05	06
			7/2/1	00	02	27
			15	00	11	38
			16	00	00	25
		97	21	00	01	01
		98	2	00	09	86
			3	00	04	30
			7	00	00	50
			8	00	13	66
			13	00	01	77
			14	00	12	65
			16	00	07	08
			17	00	07	33
			25	00	12	65
		103	1	00	13	40
			9	00	09	10
			Cart Track	00	00	25

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		103	10	00	04	80
			12	00	09	36
			13	00	04	30
			19	00	01	77
			17	00	00	25
			23	00	01	01
			24	00	13	40
		104	5	00	00	25
		128	4	00	04	55
			5	00	08	85
			6	00	08	85
		129	10	00	06	07
			11	00	12	14
			12	00	04	04
			18	00	00	75
			19	00	15	18
			22	00	01	01
			23	00	11	38
		130	3	00	03	79
			4	00	10	62
			6	00	06	83
			7	00	08	60
			15	00	12	14
			209	00	04	30
			210	00	05	06
			220	00	01	77
			230	00	01	77
			232	00	04	30
			233	00	02	02
			234	00	01	01
			235	00	02	27
			240	00	00	75
			243	00	01	26

(1)	(2)	(3)	(4)	(5)	(6)	(7)
6. DHAD	18	6	11	00	03	03
			19	00	01	01
			20	00	14	42
			21	00	01	01
			22	00	13	40
		7	21	00	02	02
		8	2	00	04	30
			3	00	10	37
			7/1	00	06	57
			8	00	08	60
			14	00	13	40
			15/1	00	00	25
			16	00	10	87
			17	00	02	02
			25	00	10	87
		14	1/1	00	06	57
			1/2	00	06	57
			9	00	05	06
			10	00	08	09
			12	00	12	39
			18	00	08	85
			19/1	00	04	55
			23	00	12	39
			24	00	00	75
		15	5	00	00	25
		23	3	00	01	26
			4	00	14	67
			5	00	00	25
			6	00	13	40
			7/1	00	03	03
			15	00	03	28
			Cart Track	00	01	26

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		24	11	00	11	63
			19	00	11	63
			20	00	04	30
			22	00	05	56
			23	00	09	86
		28	11	00	09	36
			12	00	00	25
			18	00	04	80
			19	00	14	16
			20	00	04	30
			23	00	08	85
			24	00	13	15
			25	00	01	01
		29	3	00	07	08
			4	00	09	10
			6	00	07	84
			7	00	08	09
			15	00	09	36
		44	4	00	01	26
			5	00	12	65
		45	1	00	09	61
			8	00	03	54
			9	00	13	40
			10	00	04	55
			12	00	00	25
			13	00	11	89
			14	00	06	57
			16	00	09	36
			17/1	00	06	32
			17/2	00	02	78
			25	00	05	81
		46	21	00	12	14
			22	00	00	25
		49	20	00	09	36
			21	00	05	81
			22	00	12	14
			23	00	00	25
		50	1	00	03	28
			2	00	13	91
			3	00	01	26
			7	00	03	79
			8	00	14	67

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		56	9	00	00	75
			13	00	00	25
			14	00	12	14
			15	00	07	84
			16	00	08	85
	69		2	00	03	03
			3	00	14	67
			4	00	00	75
			6/2	00	03	54
			7	00	14	67
			8	00	01	01
			15	00	10	87
	70	Cart Track	11	00	01	26
			19	00	06	57
			20	00	09	86
			22	00	08	60
			22	00	05	31
			23	00	12	65
	73		24	00	00	25
			21	00	13	15
			22	00	01	77
	74		10	00	07	08
			11	00	06	32
			12	00	13	56
			13	00	05	56
			16	00	03	54
			17	00	13	40
			18	00	08	09
			24	00	00	25
			25	00	09	36
	75	Cart Track	3	00	00	75
			4	00	02	78
			4	00	14	67
			5	00	01	01
			6/1	00	03	79
		Canal	6/2	00	04	04
			7	00	06	07
				00	00	75

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		94	1	00	00	50
			2	00	11	89
			3	00	12	65
			4	00	01	01
			7	00	12	90
			8	00	01	26
			15	00	02	02
7. BIYANA KHERA	16	97	6	00	00	25
		98	11	00	09	36
			18	00	07	33
			19	00	13	66
			20	00	04	55
			23	00	05	56
			Cart Track	00	01	01
			24	00	13	40
			25	00	02	27
		117	Cart Track	00	02	02
			19	00	04	04
			20/1	00	09	86
			20/2	00	00	75
			22	00	07	08
			23/1	00	05	81
			23/2	00	06	83
			24/1	00	01	51
			24/2	00	00	25
		118	1	00	13	15
			2	00	02	27
			7	00	00	50
			8	00	11	89
			9	00	11	63
			10	00	00	50
			13	00	02	02
			14	00	13	15
			15	00	09	61
			16	00	03	03
			Nala	00	01	01
		119	4/1	00	00	25
			5	00	09	36

(1)	(2)	(3)	(4)	(5)	(6)	(7)
		122	3	00	00	25
			4	00	10	37
			5	00	12	14
			6	00	00	50
		123	1	00	01	51
			8	00	00	25
			9	00	10	87
			10	00	12	90
			12	00	02	27
			13	00	13	66
			14	00	08	85
			16	00	14	42
			17	00	04	80
		124	20	00	03	54
			21	00	12	90
			22	00	03	03
		135	2	00	12	39
			3	00	01	77
			7	00	02	27
			8	00	14	16
			9	00	00	25
			13	00	00	25
			14	00	16	19
			16	00	11	38
			17	00	00	25
			20	00	00	25
			25	00	00	25
			172	00	01	77
			174	00	03	54
			197	00	04	55
			199	00	02	02

[F. No. R-31015/6/2009-O.R.-II]
A. GOSWAMI, Under Secy

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 28 अप्रैल, 2009

का.अ. 1716.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या I, चंडीगढ़ के पंचाट (संदर्भ संख्या 75/1996) की प्रकाशित करती है, जो केन्द्रीय सरकार को 28-4-2009 को प्राप्त हुआ था।

[सं. एल-12012/151/1995-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 28th April, 2009

S.O. 1716.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/1996) of the Central Government Industrial Tribunal-Cum-Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of State Bank of Patiala, and their workmen, which was received by the Central Government on 28-4-2009.

[No. L-12012/151/1995-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. I.D. 75/96

Shri P.C. Singla C/o Shri L.R. Singla
The President, All India State Bank
of Patiala Staff Federation, 307,
Housing Board, Jind.

.... Applicant

Versus

The General Manager,
State Bank of Patiala,
The Mall, Patiala-147001

...Respondent

APPEARANCES

For the Workman : Workman in person

For the Management : Shri N. K. Zakhmi

AWARD

Passed on 25-3-2009

The Government of India vide notification No. L-12012/151/95-IR (B-I), dated 26-7-96 referred the following industrial dispute for judicial adjudication to this Tribunal :—

“Whether the action of the management of State Bank of Patiala in terminating the services of Shri P.C. Singla, Ex-Clerk/Cashier w.e.f. 6-6-91 is just, fair, and legal? If not, what relief the workman is entitled to?”

The workman filed the statement of claim with the prayer that the termination order dated 5-7-94 be quashed and the workman be reinstated into the services with continuity of service and full back-wages. The grounds on which the workman has agitated his claim are that he was appointed as clerk-cum-cashier by the management of the bank and remained as such at Hathia Branch during 1990-1994. He suddenly fell ill and applied for leave from time to time. No information was given to him about allowing or rejecting his prayer for leave. He approached to the bank on 14-7-94 along with fitness certificate but he was not permitted to join the duties on the ground that he has left the job voluntarily w.e.f. 6-6-91. The order dated 6-6-91 is illegal, arbitrary and against the punishment and appeal rules and provisions of Bipartite Settlement, Deshai award and Shastri award, applicable to the bank industry. Before 5-7-1994 the workman has not received any letter, hence, the action of the management of the bank is illegal being against the principle of natural justice.

The management of State Bank of Patiala contested the claim of the workman by filing written statement. It was contended by the management that from 1-3-90 the workman absented from the duties without any leave application. Only once the photocopy of medical certification issued by Civil Surgeon, Jind was sent for two weeks rest w.e.f. 27-3-90. No intimation prior to 27-3-90 or thereafter, was received by the management. After 90 days of unauthorized absent, the workman was served a notice dated 6-5-91 advising him to report for duties within 30 days failing which he would be deemed to be voluntary retired from the services of the bank on expiry of notice period. The workman fails to report for duties, and accordingly, from 6-6-91 he was deemed to be voluntarily retired from the services. It was the notice of the bank for recovery of certain dues dated 5-7-94 that workman approached the bank on 14-7-94.

Both of the parties were afforded the opportunity of being heard. The workman filed his affidavit in support of his contention. He was also cross-examined by representative of the management in camp court at Faridabad on 15-1-2009. On behalf of the management one Shri Om Parkash, branch manager Hathia Branch, Palwal, Haryana filed the affidavit and he was also cross-examined by the workman in Camp Court at Faridabad on 15-1-09. All the letters relied upon by the parties as mentioned in their pleadings are on record.

I have heard learned counsels for the parties and perused the entire materials on record.

The main issue for adjudication before the Tribunal is whether the management of the bank rightly presumed the workman to be retired from the services of the bank on his unauthorized absent vide clause 17 A of fifth bipartite settlement dated 10-4-89 applicable to the parties, or his services were terminated by the bank illegally.

I have also gone through the provisions of para 17 A of fifth bipartite settlement dated 10-4-89 which is regarding the voluntarily cessation of employment on unauthorized absent.

As per the para 17 A of bipartite settlement, if any workman absented for 90 days unauthorizely, it is open to the management to send him a notice for 30 days asking the workman to report to the duties within 30 days. If after receiving the notice the workman fails to resume the duties or to give reasonable explanation for his absent, he will be deemed to be voluntarily retired from the services. On perusing the cross-examination of the workman it is evident that he failed to file before this Tribunal the copy of any leave application moved to the bank, whereas, he promised to provided the copies of the same within 20 days. The evidence of the workman was recorded on 15-1-09, but yet he has not provided any copy of the leave application.

In his cross-examination he has not denied the receiving of notices dated 15-9-90, 11-2-91, 6-5-91 and 5-7-94. It is only stated by the workman that he did not rememeber whether above notices were received by him. It is admitted to him that notice dated 5-7-94 was received by him. This notice was sent to the workman on address S.C.F. No. 13, Sector-6, Jind, whereas, all the notice dated 15-9-90, 12-2-91, 6-5-91 and 5-7-94 were also sent to the workman on the same address. On perusal of the materials on record and on account of ignorance shown by the workman in her cross-examination about receiving of all these notices, it is evidently clear that workman received all the notices send by the bank. Thus notices dated 6-5-91 was received by the workman and he had not reported for duties within 30 days of the notice nor had shown any reasonable cause depriving him for not joining the duties.

The circumstances speak themselves. Vide notices dated 5-7-94 and 5-10-94 the workman was asked to deposit an outstanding dues of house loan, scooter loan and festival loan. It was after this notice the workman approach the bank on 14-7-94. As he has not reported for the duties within 30 days of receiving the notice dated 6-5-91 and has not shown a reasonable cause for his unauthorized absent, he shall be deemed to be voluntarily retired from the services of the bank from 6-6-91 under para 17A of fifth bipartite settlement dated 10-4-89 applicable to the parties. It is also made clear that during the proceedings before this Tribunal the workman also failed to prove that he was deprived and prevented by any reasonable cause to join the duties after receiving notice dated 6-5-91. Accordingly, the workman

is not entitled for any relief. Let the Central Government be informed and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 18 मई, 2009

का.आ. 1717.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोचिन के पंचाट (संदर्भ संख्या 221/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/34/2006-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2009

S.O. 1717.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 221/2006) of the Central Government Industrial Tribunal Cochin now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of M/s. UCO Bank and their workman, which was received by the Central Government on 18-5-2009.

[No. L-12012/34/2006-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present : Shri P.L. Norbert, B.A., LL.B., Presiding Officer

(Monday the 4th day of May 2009/14th Vaisakha 1931)

I.D. 221/2006

Workman : M.M. Mathew,
H.No. XXII/351 Johny Siman Road,
Mundamveli P.O., Kochi-682507.

By Adv. Sri. Paulson C. Varghese.

Management : The Assistant Gernal Manager,
UCO Bank, Regional Office,
Thiruvananthapuram.

By Adv. George Karithanam

Varghese

This case coming up for hearing on 30-4-2009, this Tribunal-cum-Labour Court on 4-5-2009 passed the following :

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

“Whether the action of the management of Uco Bank, Trivandrum in removing Shri M.M. Mathew, Daftary from the services of the bank is fair and just? If not, to what relief the concerned workman is entitled?”

2. Facts of the case in brief are as follows :—The workman Shri. M.M. Mathew was a Daftary of Uco Bank. He was charge sheeted in 2005 for unauthorised absence, irregular attendance, remaining continuously absent exceeding 30 days without intimation to bank and incurring debts to an extent considered by the management as excessive. A domestic enquiry was conducted. The workman remained absent and the enquiry proceeded ex-parte. The workman was found guilty of all the charges on the basis of the documents produced in the enquiry. A copy of the report was given to the workman. After hearing the workman the disciplinary authority imposed the punishment of removal from service. No appeal was filed.

3. According to the workman the enquiry was conducted violating the principles of natural justice. He was not given adequate opportunity to defend. The workman had informed the Enquiry Officer his inability to attend the enquiry. However no chance was given to him. The workman had appeared before the disciplinary authority and explained the reasons for his absence. However the disciplinary authority without considering the contentions of the workman confirmed the finding of Enquiry Officer and imposed the punishment of removal from service. At any rate the punishment imposed is harsh and highly disproportionate. The workman is entitled to be reinstated with all the benefits.

4. According to the management the workman was in the habit of remaining absent on and off on many occasions. He was given several show-cause notices. None of them were replied. He borrowed money from different persons and failed to repay. Hence four suits were filed by the concerned persons and decrees were obtained. They were executed by attaching the salary of the workman in all the four cases. He remained absent continuously for more than 30 days without intimation to the bank. Hence a charge sheet was issued to him. But there was no reply. The workman was subjected to disciplinary action on a previous occasion for manipulating the account of a customer of the bank and withdrawing money without his knowledge. Though he was found guilty considering his plea the disciplinary authority took a lenient view and imposed the punishment of bringing down by two stages in the scale of pay and withdrawing his special allowance. The Enquiry Officer came to the conclusion that the workman is guilty of all the charges on the basis of the evidence on record. He was given two chances by the Enquiry Officer to appear and defend. But he remained absent. Hence the Enquiry Officer proceeded ex-parte. He was given a copy of the report. The disciplinary authority gave the workman a personal hearing. Thereafter the penalty was imposed. There

is no violation of the principles of natural justice. The punishment is proportionate to the gravity of the charges. Remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days is a gross misconduct. The workman is not entitled to be reinstated.

5. In the light of the above contentions the following points arise for consideration :—

1. Is the enquiry valid?
2. Are the findings sustainable?
3. Is the punishment proper?

The evidence consists of the oral testimony of MW 1 and documentary evidence of Exts.M1 to M10 on the side of the management and no evidence on the side of workman.

6. Point No. 1 :—Since this issue was raised as a preliminary objection it was heard and decided by order dated 15-04-2009 holding that the enquiry was conducted according to the procedure and complying with the principles of natural justice and the enquiry is valid.

7. Point No. 2:—Since the enquiry is found valid, there is no scope for adducing further evidence in the case. Since the workman did not participate in the domestic enquiry the Enquiry Officer conducted the enquiry ex-parte. On the side of the management relevant documents (15 in number) were produced and marked. The Presenting Officer submitted the case on the strength of the documents produced.

The Enquiry Officer perusing the documents and relying on them came to the conclusion that all the charges stood proved. Un-authorised absence and absence without intimation continuously exceeding 30 days is to be ascertained from the records. Eight show-cause notices were issued to the workman regarding un-authorised absence. None of them were replied by him. His absence was at frequent intervals on several occasions. Incurring debts to an extent beyond the means of the workman to repay is self evident from the decrees that were passed against him and order of attachment of salary issued in execution of the decrees in all the four cases. All these documents are unchallenged as nobody appeared in the enquiry on behalf of the workman. Thus the finding is beyond challenge. In fact no lacuna in the finding was pointed out by the learned counsel for the workman and it was not possible also as the evidence on management side remained un-assailed. Hence I find that the Enquiry officer was justified in finding that the workman is guilty of all the charges.

8. Point No. 3:—The penalty imposed is removal from service. The workman contends that the penalty is highly disproportionate. Out of the four charges one is a grave misconduct and the other three charges are minor misconduct. Remaining absent without intimation to the

employer continuously for a period exceeding 30 days is a gross misconduct within clause 19.5(p) of 6th Bipartite Settlement dated 14-02-1995. In the claim statement no mitigating circumstances are stated. However from the written statement of the management in para 4 it is stated that in the previous disciplinary action the Disciplinary Authority had considered the family circumstances of the workman, that he has to support his wife and two children. No other family circumstances are seen from the records. The fact that the workman has to look after his wife and children is no mitigating circumstance in a charge for gross misconduct. It is not the first time that the workman was found guilty for misconduct. He was found guilty on a previous occasion for gross misconduct but a lenient view was taken in the matter of punishment. He was in the habit of remaining absent quite often and was indifferent to show cause notices issued to him many times. Then he remained absent even without intimation exceeding 30 days. Thus the workman invited disciplinary action by his own indifferent and careless attitude. He never thought of his family and the need to look after them. It is not known whether he has any other source of income. There is neither pleading nor evidence regarding any mitigating circumstance. Therefore there is no justification in reducing the punishment.

In the result an award is passed finding that the action of the management in imposing punishment of removal from service is legal and justified and the workman is not entitled for any relief. However the management may offer him one more chance to apply and get the retiral benefits.

The award will come into force one month after its publication in the official gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 4th day of May, 2009.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Workman - Nil

Witness for the Management

MW 1 - 15-12-2008 - N. Balachandran

Exhibit for the Workman - Nil.

Exhibit for the Management.

M 1 (a) - Copy of letter No. MIS/26/05-06 dated 04-05-2005 sent by the Enquiry Officer to the workman.

M 1 (b) Copy of letter No. MIS/ 05-06 dated 23-05-2005 sent by the Enquiry Officer to the workman.

M 1(C) Photostat copy of postal receipt dated 24-05-2005.

नई दिल्ली, 20 मई, 2009

का.आ. 1718.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में आनन्द ट्रांसपोर्ट विशाखापट्टनम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 43/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-5-2009 को प्राप्त हुआ था।

[सं. एल-34011/04/2006-आईआर (बी-11)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th May, 2009

S.O. 1718.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 43/2007) of the Central Government Industrial Tribunal/Hyderabad now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of M/s. Anand Transport, Visakhapatnam and their workman, which was received by the Central Government on 20-05-2009

[No. L-34011/4/2006-IR (B-11)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Shri VED PRAKASH GAUR, Presiding Officer

(Dated the 2nd day of February, 2009)

Industrial Dispute No. 43/2007

BETWEEN

The General Secretary,
Visakhapatnam Port and
Dock Mazdoor Sangh,
H. No. 53-20-2/1, Chaitanyanagar,
Visakhapatnam-530013.

.... Petitioner

And

The Manager,
M/s. Anand Transports,
G-4, Jayaprada apartments,
Taj Residency Road, Maharanipeta,
Visakhapatnam-530002.

... Respondent

APPEARANCES

For the Petitioner : Nil

For the Respondent : Nil

AWARD

The Government of India, Ministry of Labour by its order No. L-34011/4/2006-IR (B-II) dated 13-8-2007 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of M/s. Anand Transports and their workmen. The reference is,

SCHEDULE

“Whether the demand of the Visakhapatnam Port & Dock Mazdoor Sangh for payment of retrenchment compensation amount to their member workmen viz. S/Sh. V. Sathi Babu and 7 others, Ex-rowing Boat Workers (As per the list), according to their eligibility, by the management of M/s Anand Transports, Visakhapatnam (engaged in Stevedore Workers at Visakhapatnam Port Area) is legal and/or justified? If so, to what relief the concerned union is entitled?”

The reference is numbered in this Tribunal as I.D. No. 43/2007 and notices were issued to the parties.

2. For several adjournments including today, i.e., 2-2-2009, both parties called absent. Petitioner has not filed claim statement even after one and half year of receipt of his reference. As such, Nil Award passed.

Award passed accordingly, Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 2nd day of February, 2009

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the respondent

NIL

नई दिल्ली, 20 मई, 2009

का.आ. 1719.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पटना के पंचाट (संदर्भ संख्या 23(C)/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-5-2009 को प्राप्त हुआ था।

[सं. एल-12011/100/2007-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th May, 2009

S.O. 1719.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23(C)/2008) of the Industrial Tribunal, Patna now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Central Bank of India and their workman, which was received by the Central Government on 20-5-2009.

[No. L-12011/100/2007-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE PRESIDING OFFICER, INDUSTRIAL
TRIBUNAL, SHRAM BHAWAN, BAILEY ROAD
PATNA**

Reference Case No. 23(C) of 2008.

Between the Zonal Manager, Central Bank of India, B-Block, 2nd Floor, Maurya Lok Complex, Patna and their workman Sri Suboth Prasad Yadav, represented by the General Secretary, Industrial Mazdoor Congress, Rajbanshi Nagar, Patna.

For the Management : Shri Jai Shankar Prasad
Representative.

For the Workman : Shri D. Ram, General Secretary
of INTUC, Bihar.

Present : Vasudeo Ram, Presiding Officer
Industrial Tribunal Patna

AWARD

Patna, dated the 12th May, 2009

By adjudication order No. L-12011/100/2007-IR(B-II), dated 7-1-2008, the Govt. of India, Ministry of Labour, New Delhi under clause (d) of sub-section (1) and sub-section (2A) of Section-10 of the Industrial Disputes Act, 1947 (hereinafter called 'the Act' for brevity) has referred, the following dispute between the management of Central Bank of India, B. Block, 2nd Floor, Maurya Lok Complex, Patna and their workman Shri Suboth Prasad Yadav, represented by the General Secretary, INTUC, Bihar for adjudication to this Tribunal on following :

“Whether the action of the management of Central Bank of India Zonal Office Patna in terminating not reinstating and not regularising the service of Shri Suboth Prasad Yadav working as daily wage worker in Class-IV subordinate staff without complying Section 25F of I.D. Act is justified & legal? If not, what relief the workman is entitled to?”

2. Both the parties appeared on notice and filed statement of claim and the written statement.

3. On last several dates neither workman is present nor any steps has been taken. I presume that the workman or his representative is not interested to pursue this reference case. Under the circumstances. I hereby pass a "No dispute Award".

3. And this is my Award.

VASUDEO RAM, Presiding Officer

नई दिल्ली, 20 मई, 2009

का.आ. 1720.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 301/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/247/99-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 20th May, 2009

S.O. 1720.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 301/2000) of the Central Government Industrial Tribunal, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India Nagpur, and their workman, which was received by the Central Government on 20-5-2009.

[No. L-12012/247/99-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/301/2000

Date : 30-4-2009

Petitioner/ : Shri Yeshwant Chouragade,
Party No. 1 Bhagwan Nagar, Near Floor Mill,
Nagpur

Versus

Respondent/ : The Zonal Manager,
Party No. 2 Central Bank of India,
Nagpur.

AWARD

Dated : 30th April, 2009

1. The Central Government after satisfying the existence of dispute between Shri Yeshwant Chouragade,

Nagpur (Party No. 1) and the Zonal Manager, Central Bank of India, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No.L-12012/247/99/IR (B-II) dated 29-9-2000 under clause (d) of sub-section (1) and sub section (2A) of Section 10 of Industrial Dispute Act, 1947 [14 of 1947] with the following schedule.

2. "Whether it is a fact that Shri Yeshwant Chouragade has been engaged as a sub-staff on temporary/part-time basis by the management of Central Bank of India during the period from 1990 to 1999? If so, whether the action of the management in terminating the services of the disputant is legal and justified? If not, justified, what relief is the disputant concerned entitled to? "Whether the action of the management to engage a large number of persons to work for short period of time one after the another, on rotation, instead of filling up the vacancies on regular basis, is legal and justified? If not, what directions are necessary in the matter?"

3. It is the contention of the Petitioner, Shri Yeshwant Chouragade that he has been working as a sub-staff on daily rated basis w.e.f. 1990 and since then he is in continuous employment with the Respondent Bank. He has been provided the work for 60 days per year for years together. He worked for 90 days in a calendar year and he was paid Rs. 130 per day. He worked in different branches of the Bank continuously. According to him, he was demanding to provide the work throughout the year. He made a written representation also but the Respondent Bank has deliberately refused to provide the work. Therefore, he raised the dispute which later on due to the failure of reconciliation referred to the Tribunal.

4. The Bank by filing his Written Statement resist his claim, it has denied that the Petitioner worked w.e.f. 1990 as a sub-staff on daily rated basis. He has not submitted and not furnished the details as regards the date on which he worked as well as the details regarding the Branch Office of the Bank in which he has worked on daily wages as a sub-staff employee. He has impeded Zonal Office of the Bank and the Zonal Manager is an administrative head of all the Regional Offices which falls under his jurisdiction. The Regional Offices are situated in Nagpur, Amravati, Akola, Jalgaon and, therefore, it is not possible to locate unless it is closed the place of working. It is denied that he is working continuously with the Bank as alleged. It has also denied that the Bank has provided work to him for 60 to 90 days in every calendar year right from 1990. He has not given the details and only wild and vague allegations are made about the actual days of working. This indicates that he himself not certain about working in the Bank. It has also denied that he worked like other regular employees from 10.00 am to 5.30 pm. It has denied that it is pursuing an illegal policy. It has also denied that the Bank engaged large number of employees as daily workers in sub-staff cadre on a rotational basis every year as alleged. It is also

denied that the allegation regarding not maintaining seniority list and also a policy to allow the temporary employees who have worked for a particular period in Class-IV cadre were allowed to appear in the sub-staff Recruitment Test. It is also denied that there was any agreement between Bank and the Union as in the absence of specifically sanctioned post in Class-IV cadre, the question of entertaining the demand of Party No.2 to provide continuous work does not arise at all. It is denied that the Bank indulges in any unfair labour practice and it has committed breach of Sections 25F and H of the Act. He cannot claim to be absorbed or regularized in the employment. It has denied that there are vacancies and the regular work is available in various Branches of the Bank for daily rated employees.

5. It is submitted on behalf of the Bank when the casual or the daily rated employees are engaged by the Bank only for a temporary period during the leave vacancy of a permanent employee, as a need of work when it is available. It engages when the work is available and disengages on completion of work. The discontinuation of temporary or casual employees engaged as daily wagers does not amount to retrenchment or its unfair labour practice. Finally it is prayed to reject the claim of the Petitioner and pass negative Award.

6. Heard the counsel for both the parties and I have perused the paper of the case. Petitioner simply claimed that he had worked sometimes for 60 days and sometimes for 90 days in one calendar year and he was being paid Rs. 30 per day from the year 1990. Further, according to him the Bank takes the work of a permanent employee by engaging sub-staff for 60 or 90 days in one year. It indulges unfair labour practice by continuing sub-staff on a temporary basis. This has been continued since last more than 20 years which amounts to an unfair labour practice.

7. Though the Petitioner has stated the above fact in the statement of claim as well as oral evidence, he has nowhere stated the actual working days. He has not adduced any specific evidence showing that he was in a continuous service and he worked for 240 days in one calendar year. Undisputedly he was provided with the work maximum for 90 days. Therefore, there is no evidence that for how many days he worked with the Bank as a sub-staff. Though, the Petitioner claimed that the management is following the practice of taking work of permanent employee through temporary workers on rotation basis and also no proof to substantiate it undisputedly, the engagement of the Petitioner was neither on a permanent post nor following the recruitment rules. The name of the Petitioner undisputedly was sponsored through employment exchange, even assuming that he had worked for 60 or 90 days. How he has satisfied the conditions which are necessary for the permanency? In fact, his appointment was not at all on permanent post. Though the Petitioner

claims that the working of permanent workman is taken through temporary worker on rotation basis, there is no evidence to show that there was any vacancy of the permanent post or the Petitioner had worked continuously for 240 days. It seems that the Petitioner was provided the work whenever his service is necessary i.e. in absence of any Clerk proceeded on leave or some other reason for which the permanent employee is not attending office. How permanency can be awarded to them when he has not completed any condition necessary for the same. There is no continuity in actual dates of appointment and the required period. In the absence of such evidence, it cannot be presumed that he must be working for 240 days in the absence of evidence. No inference can be drawn against the management.

8. Further it is contended that the Bank has issued the circular for absorbing the sub-staff on the regular post after taking screening test, interview etc. According to him, as he was in continuous service on temporary basis on daily wage in a capacity of sub-staff, he was entitled for appearing in the examination. According to him, it was an agreement which amount to settlement between the Party No.1 and Party No.2 because that has taken place between the management and the recognized union. But the criteria cannot be applied here because the talk might have taken place in a meeting and even there could be the settlement. In such circumstances, it cannot be said that the talk which has taken place between the Secretary of the Union and the Management has been ended in settlement. Moreover, that talk and further agreement was in respect of the permanent employees. It was a Bipartite Settlement between the Union and the Bank in respect of permanent employees and not at all in respect of the daily wagers. In my view, it will not give any right to the Petitioner and he has not entitled for any relief as claimed. His services are not continuous nor he has completed required working days as he expected under the provision of ID Act for acquiring permanency. I pass the negative award. The reference stands as dismissed. The Petitioner is not entitled for any relief.

Date: 30-4-2009.

A. N. YADAV, Presiding Officer

नई दिल्ली, 20 मई, 2009

का.आ. 1721.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया, कोच्चि के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एरनाकुलम के पंचाट (संदर्भ संख्या 332/2006) को प्रकाशित करती है; जो केन्द्रीय सरकार को 20-5-2009 को प्राप्त हुआ था।

[सं. एल-12025/01/2009-आईआर (बी-II)]

राजेंद्र कुमार, डेस्क अधिकारी

New Delhi, the 20th May, 2009

S.O. 1721.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 332/2006) of the Central Government Industrial Tribunal, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India, Kochi, and their workman, which was received by the Central Government on 20-5-2009.

[No. L-12025/01/2009-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P.L. Norbert, B.A, LL.B, Presiding Officer
(Monday the 6th day of April, 2009/16th Chaitra, 1931)

I.D. No. 332 of 2006

(I.D. No. 35/2003 of Labour Court, Ernakulam)

Workman	:	P.A. Cleetus, Parambiloth House, Manikkath Cross Road, Ravipuram, Kochi-682016 By Adovacte Manoj R.Nair.
Management	:	The Regional Manager, Central Bank of India, Regional Office, Kochi- 682016 By Adv. Devan Ramachandaran

This case coming up for hearing on 26-03-2009, this Tribunal-Cum-Labour Court on 06-04-2009 passed the following:

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is:

“Whether the dismissal of service of Shri P.A. Cleetus by the Management of Central Bank of India was legal or not? If not, what are the benefits the applicant is entitled to?”

2. The facts in brief are as follows:—The workman Shri P.A. Cleetus was Computer Terminal Operator (C.T.O.) in 1998. While so, on 09-04-1998 he applied for voluntary retirement. He worked till 18-04-1998 and thereafter applied for leave for 45 days from 20-04-1998 and then on its expiry for extension of leave for another 45 days with medical certificate. But the management demanded a medical

certificate from a Government doctor not below the rank of a Civil Surgeon. The workman, however, did not produce medical certificates required by the management. The management informed the workman that his voluntary retirement application was not favourably considered by the competent authority and, hence, he should report for duty immediately. The workman did not resume duty after 90 days' leave he had applied for. The bank treated his absence as unauthorised. Besides it was alleged by the bank that the workman had stood guarantee for loan of his brother in-law and the loan was defaulted which ended in a decree in a civil suit. In execution of the decree attachment of salary of worker was ordered. The management alleges that the worker had gone abroad without informing the management and despite repeated letters and notices the workman did not disclose his whereabouts. On these grounds a charge sheet was issued to him on 20-09-2000 and a domestic enquiry was ordered. In the enquiry the workman remained absent and none represented him and hence the enquiry was proceeded with ex-parte. Three witnesses were examined and 26 documents were marked on the side of management. The Enquiry Officer found the workman guilty of all the three charges falling under Clause 19.5(e) & (j) of First Bipartite Settlement and 19.5(p) of 6th Bipartite Settlement dated 14-02-1995. The Disciplinary Authority dismissed him from service. The decision of the management in rejecting the voluntary retirement application was challenged in Writ Petition by the worker. But his contention was not accepted and the Writ Petition was dismissed. Against that a Writ Appeal was filed. But he did not succeed. However, the appeal was dismissed without prejudice to the right of the workman to adjudicate his claim.

3. The main contention of the workman is that he was denied adequate opportunity to defend the charges and the enquiry was proceeded with ex-parte. It is alleged that the Enquiry Officer did not give him notice and failed to comply with the principles of natural justice. The V.R.S. application was never rejected by the competent authority and no such communication was given to the workman. On the expiry of the period of three months the application, if not rejected, is deemed to have been allowed. There is no unauthorised absence as the workman had applied for leave during the pendency of voluntary retirement application. The loan transaction in which he was a guarantor was settled by his brother-in-law. Therefore, none of the charges are sustainable. The punishment is imposed by an incompetent person. The entire disciplinary proceedings are liable to be set aside.

4. According to the management the workman was given sufficient notice by the Enquiry Officer. But he preferred to remain absent. Hence, witnesses were examined on the management side and documents were marked. Based on such materials the charges were found proved. The disciplinary authority taking into consideration the

nature of the misconduct dismissed the workman from service. There is no violation of principles of natural justice. His application for voluntary retirement was rejected by the competent authority and was communicated to him within time. Despite several show cause notices the workman failed to rejoin duty or send reply to the notices. He stood guarantee for a loan and failed to repay the loan amount. Thus he incurred a debt which was in excess of his means to repay. The findings are based on evidence on record and the punishment is in proportion to the gravity of the misconduct.

5. In the light of the above contentions the points that arise for consideration are:

1. Are the findings sustainable?
2. Is the punishment proportionate?

The evidence consists of the oral testimony of Wws. 1 and 2 and documentary evidence of Exts. W1 to 22 on the side of the workman and Ext. M1 Enquiry File on the side of the management.

6. **Point No. 1:** At the very outset the learned counsel for the management submitted that unless the propriety of enquiry is assailed the findings cannot be attacked. It is true that though in the claim statement a contention is taken that the workman was not given sufficient opportunity to prove his innocence and he was not given notice of enquiry by the Enquiry Officer at the time of hearing this contention was not pursued. Even if the enquiry was properly conducted following the principles of natural justice still the perversity of the findings can be gone into in a reference under Section 10(1)(d) of I.D. Act. But it is to be noted that this is a case of dismissal from service falling within S-11A of I.D. Act. The Hon'ble Supreme Court has held that in a case falling within S-11A the Industrial Tribunal can differ both on findings and punishment (workmen of Fire Stone Tyre and Rubber Co. of India (1973) 1-LLJ 278).

7. According to the learned counsel for the workman Regulation 29(2) of the Central Bank of India (Employees) Pension Regulations, 1995 stipulates that if the competent authority does not pass an order refusing permission for voluntary retirement within three months from the date of application the retirement will become effective from the date of expiry of the said period. According to the workman no order rejecting his application was communicated to him by the competent authority within the period of notice (3 months). Hence the application is deemed to have been allowed. Therefore the learned counsel submits that there is no unauthorised absence.

8. Ext. W1 is an application dt. 09-04-1998 for voluntary retirement, Ext. W2 is a letter of the management dated 06-05-1998 asking the workman to make an undertaking that he has no objection in recovering the suit

amount out of the retiral benefits. Ext. W3 dated 23-05-1998 is a communication from the Chief Manager of the Bank informing the workman that his application for voluntary retirement was not considered favourably by the competent authority. It is further stated that he will not be deemed to have retired on the expiry of the period of three months from the date of application for voluntary retirement unless a specific communication from the management is received in that regard. Ext. W-12 is a letter dated 17-06-2000 issued by the management to the worker reminding him to make an undertaking so that his application for V.R.S. could be considered. It is also stated that in case no undertaking is given departmental proceedings will be initiated for unauthorised absence from 18-04-1998 and for incurring debt. It is contended by the learned counsel for the workman that Ext. W-12 is self explanatory that his application for voluntary retirement was still under consideration of the bank and it was not rejected within three months from the date of application. If so, as per the deeming provision in Regulation 29(2) proviso the application stands allowed on expiry of the period of notice. According to the management Ext. W-12 was issued in pursuance to repeated request of the workman for considering his application for voluntary retirement. But the learned counsel submits that the application was already rejected and communicated to the workman by Ext. W-3 (same as Ext. MEX-7 in Ext. M1 Enquiry File). This question was considered in Writ Petition No. 28316 of 2000 and the Hon'ble High Court found that the rejection of the application for voluntary retirement was communicated by Ext. P2 letter dated 23-05-98 (same as Ext. W3) and it is valid. Though an appeal was filed against the judgment in W.P. it was dismissed. According to the learned counsel for the workman the observation of the single bench in the Writ Petition was reviewed in R.P. 94 of 2003 and the R.P. was allowed on 21-11-2003. But the order is not produced. It is abundantly clear from Ext. W3 letter of the Chief Manager that the application for voluntary retirement was rejected by the competent authority. It was also made clear in the letter that the workman shall not be in an impression that on expiry of the period of three months he will be deemed to have retired from service. In the light of Ext. W3 there is no room for any doubt that his application was rejected well before the expiry of the period of three months. Ext. W-12 letter dt. 17-06-2000 is only a persuasion to get an undertaking from the workman to recover decree amount out of the retiral benefits.

9. It is an admitted fact that he had worked in the bank till 18-04-1998. From 20-04-1998 onwards he remained absent. He applied for leave for 45 days from 20-04-1998 and thereafter for extension of leave for another 45 days. Both applications were accompanied by medical certificates. Thereafter he did not apply for leave. Even if

his applications were sanctioned the period of leave would have expired by 18-07-1998. Since there is no leave application for the period subsequent to 18-07-1998 and his application for voluntary retirement stands rejected the period after 18-07-1998 cannot be treated as authorised. According to the enquiry officer absence from 20-04-1998 to 18-07-1998 cannot be strictly treated as unauthorised because the workman had submitted medical certificates and they were accepted and recorded in the leave record book and had treated the period of leave as leave on loss of pay on both occasions. However at page 5 of the report it is mentioned that since no leave application was submitted for the period subsequent to 18-07-1998 the entire period from 20-04-1998 onwards has to be treated as unauthorised. According to the management the workman was asked to produce medical certificate from a government doctor not below the rank of a civil surgeon. This was not complied with by the workman. Hence the absence from 20-04-1998 is unauthorised. It is unnecessary for this court to probe into that aspect of inconsistency in the finding as the absence after 18-07-1998 is clearly unauthorised.

10. It is an admitted fact that the workman had stood guarantee for a loan availed in the name of M/s. Minerva Studio. It's Proprietor was his brother-in-law. The loan was defaulted and there was a civil suit and a decree. In execution of the decree salary of workman was ordered to be attached. The Proprietor of Minerva Studio agreed to settle the dues only by letter dated 31-10-2000, one month after the charge sheet was issued. Thus there was already a debt incurred by the workman, which the bank considered, was beyond the means of the workman to repay.

11. As per the memo of charges there are three charges. The first charge is unauthorised absence. The 2nd charge is leaving India without intimation to the bank and without furnishing the change of address which according to the bank is an act prejudicial to the interest of the bank. The 3rd charge is that he stood guarantee for a loan but failed to repay and thus incurred a debt beyond his means. Though there was an order of attachment of salary since the workman remained absent continuously from 20-04-1998 and since there was no leave at credit the attachment could not be effected. It is an act prejudicial to the interest of the bank. The enquiry Officer found that all the charges are proved. The finding is based on documentary and oral evidence (MWs. 1 to 3) and I find no reason to differ from the finding.

12. Point No. 2 : The disciplinary authority had given notice proposing punishment and giving an opportunity for personal hearing on 15-05-2001. But the workman did not avail the opportunity. However as per the direction in Writ Petition to consider a registered letter sent by the workman and received by the bank on 07-08-2001 and pass appropriate orders, the same was considered by the Disciplinary Authority. According to the management

since in the letter nothing against the findings or punishment was stated the Disciplinary Authority passed a final order imposing the punishment of dismissal without notice as per clause 19.6(a) of First Bipartite Settlement. Ext. W-19 is the letter. What is stated in the letter is that he had served the bank for 26 years without any blemish, that due to a fire accident in the apartment of his children in USA and the consequent problems he had to leave for USA immediately and this was brought to the notice of bank officers. It is a copy of the letter produced by the worker before this court and it is nil dated. The original is seen among the records of enquiry file, Ext. M 1. All the three charges relate to major misconduct. Though the workman had a power-of-attorney and an authorised representative (mother-in-law) to receive communications from the bank the workman failed to intimate the bank that he was abroad since 20-04-1998. At any rate there is no written communication to bank. The workman has not been able to point out any mitigating circumstances to reduce the punishment. The charge sheet was issued after more than 2 years on 20-09-2000. Though the learned counsel for the workman submits that the competent disciplinary authority is the Regional Manager of the bank and not the Chief Manager he has not been able to point out with reference to any record that the Regional Manager is the Disciplinary Authority. For the reasons stated above I find no ground to interfere with the punishment either.

In the result an award is passed finding that the action of the management in dismissing the workman from service is legal and justified and he is not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 6th day of April, 2009.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Workman

WW1 - 03-09-2008 Shri. P.A. Cleetus.
WW2 - 02-12-2008 Shri. N. S. Ravindranathan.

Witness for the Management — Nil.

Exhibits for the Workman

W1 09-04-1998 - Letter from the workman to the management.
W2 06-05-1998 Letter from the management to the workman.
W3 23-05-1998 Letter No. WIL/98-99/174 from the management to the workman.
W4 27-07-1998 Letter No. WIL/98-99/366 from the

		management to the workman.
W5	07-08-1998	Letter No. WIL/98-99/409 from the management to the workman.
W6	13-10-1998	Memo No. WIL/98-99/601 from the management to the workman.
W7		Copy of O.S.No.490 of 1994 EP 398/96 from Court of the Sub Judge, Ernakulam
W8	19-08-1999	Memo No. WIL/99-2K:306 from the management to the workman.
W9	30-08-1999	Copy of letter from the workman to the management.
W-10	09-03-2000	Memo No. WIL/99-2K:727 from the management.
W11	20-03-2000	Letter from the workman to the management.
W-12	17-06-2000	Memo No. WIL:2K-01:105 from the Management.
W-13	01-11-2000	Copy of letter from the workman to the Management.
W-14	20-09-2000	Enquiry Report Sr.No.8.
W-15	31-10-2000	Copy of letter from Minerva Studio to the Management.
W-16	11-12-2000	Copy of letter from Central Bank of India Employees' Union to the management.
W-17		O.P.No.28316 of 2000 of the Hon'ble High Court of Kerala.
W-18		Copy of O.P.No.28316 of 2000 (U) of the Hon'ble High Court of Kerala.
W-19	19-02-2001	Copy of letter from the workman to the management.
W-20	11-04-2001	Copy of show cause Memo No. WILLIN/01-02/40 from the management.
W-21	15-09-2001	Copy of letter No. CRO: PRS: 01-02:656 from the management.
W-22		Review petition No.94 of 2003 in O.P.No.28316 of 2000.

Exhibit for the Management

M1 - Enquiry File.

नई दिल्ली, 21 मई, 2009

का.आ. 1722.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल बैंक

ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 302/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2009 को प्राप्त हुआ था।

[1a,y&12012/248/99-IR(B-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2009

S.O. 1722.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.302/2000) of the Central Government Industrial Tribunal Court Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 21-5-2009.

[No. L-12012/248/99-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/302/2000

Date 30-4-2009

Petitioner/
Party No. 1Shri Dilip Eknathrao Taklikar,
Juni Mangalwari, Mattipura
Nagpur-440008

Versus

Respondent/
Party No. 2The Zonal Manager,
Central Bank of India,
Nagpur

AWARD

(Dated: 30th April, 2009)

1. The Central Government after satisfying the existence of dispute between Shri Dilip Eknathrao Taklikar, Nagpur (Party No.1) and the Zonal Manager, Central Bank of India, Nagpur (Party No.2) referred the same for adjudication to this Tribunal vide its letter No.L-12012/248/99/IR (B-II) dated 29-9-2000 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether it is a fact that Shri Dilip Eknathrao Taklikar has been engaged as a Sub-staff on temporary/part-time basis by the management of Central Bank of India during the period from 1991 to 1999? If so, whether the action of the management in terminating the services of the disputant is legal and justified? If not, justified, what relief is the disputant concerned entitled to? Whether the action of the management to engage a large number of persons to work for short period of time one after the another, on rotation, instead of filling up the vacancies on regular basis, is legal and justified? If not, what directions are necessary in the matter?"

3. The Petitioner, Shri Dilip Eknathrao Taklikar contended that he has been working with the Bank respondent w.e.f. 17-9-1991 as a Sub-staff and is being paid Rs.130 per day. The Bank provides him 60 to 90 days work in every calendar year right from the date of his initial appointment and he claims to have worked about on 516 days till 1999. He works as per the regular employee right from 10.30 AM to 5.30 PM in all the branches in the city of Nagpur. The Respondent Bank discontinued him after 60 days and appointed another employee in the same category in his place and the another employee also provided only 60 days work on rotation basis. It does not maintain the seniority list while providing the work to the Subordinate staff. This act of the Bank is in contravention of Section 25F and 25H of the Industrial Disputes Act, 1947.

4. Further, according to him, the Bank issued a Circular No.CO:93-94/234 dated 20-9-1993 as it has decided to recruit sub-staff from temporary employees who were working 60 to 90 days from 1-1-1982 to 31-12-1986 and from 1-1-1987 to 24-12-1990 by taking their test before recruitment. This clause of Circular is part of the agreement between the management and All India Central Bank Employees Federation, the recognized union of the Bank that clause binding on both the parties and the Bank has agreed to allow such employees to appear in the said recruitment test. However, the Petitioner was never allowed or called for the said test and it is against the policy depriving the Petitioner the benefits of permanent employee. Despite of the repeated and continuous request of the Petitioner demanding continuous work, the management refused to consider his demand and therefore he has raised this dispute. It is contended that the act of management of providing work only for 60 days on rotation basis is unfair labour practice as per Item No.10 of Schedule IV to the Industrial Disputes Act, 1947. The Petitioner is entitled for regularization and he has prayed to direct the Bank to regularize his services and to direct it to provide continuous work to him.

5. The Bank by filing his Written Statement resist his claim, it has denied that the Petitioner worked w.e.f. 17-9-1991 as a sub-staff on daily rated basis. He has not submitted and not furnished the details as regards the date on which he worked as well as the details regarding the Branch Office of the Bank in which he has worked on daily wages as a sub-staff employee. He has impeded Zonal Office of the Bank and the Zonal Manager is an administrative head of all the Regional Offices which falls under his jurisdiction. The Regional Offices are situated in Nagpur, Amravati, Akola, Jalgaon and therefore it is not possible to locate unless it is closed the place of working. It is denied that he is working continuously with the Bank as alleged. It has also denied that the Bank has provided work to him for 60 to 90 days in every calendar year right from 1991. He has not given the details and only wild and vague allegations are made about the actual days of

working. This indicates that he himself not certain about working in the Bank. It has also denied that he worked like other regular employees from 10.30 am to 5.30 pm. It has denied that it is pursuing an illegal policy. It has also denied that the Bank engaged large number of employees as daily workers in sub-staff cadre on a rotational basis every year as alleged. It has denied that the Petitioner has completed 516 days of work up to 1999. It is also denied that the allegation regarding not maintaining seniority list and also a policy to allow the temporary employees who have worked for a particular period in Class-IV cadre were allowed to appear in the sub-staff Recruitment Test. It is also denied that there was any agreement between Bank and the Union as in the absence of specifically sanctioned post in Class-IV cadre, the question of entertaining the demand of Party No.2 to provide continuous work does not arise at all. It is denied that the Bank indulges in any unfair labour practice and it has committed breach of Section 25F and 25H of the Industrial Disputes Act, 1947. He cannot claim to be absorbed or regularized in the employment. It has denied that there are vacancies and the regular work is available in various Branch of the Bank for daily rated employees.

6. It is submitted on behalf of the Bank when the casual or the daily rated employees are engaged by the Bank only for a temporary period during the leave vacancy of a permanent employee, as a need of work when it is available. It engages when the work is available and disengages the discontinuation of temporary or casual employees engaged as daily wagers does not amount to retrenchment or its unfair labour practice. Finally it is prayed to reject the claim of the Petitioner and pass negative Award.

7. Heard the counsel for both the parties and I have perused the paper of the case. According to the Petitioner Shri Dilip Eknathrao Taklikar, he worked w.e.f. 17-9-1991 in a capacity of the sub-staff @ Rs. 120 per day and till 1997 he worked for 413 days and up to 28-8-2000 total goes up to 462 days. He worked in main Branch at Nagpur. However, his services came to be terminated w.e.f. 23-8-2000. He was provided with the work for 60 to 90 days in every calendar year since the date of his initial appointment and on rotation basis with the mala fide intension to deprive him from permanency. Engaging large number of subordinate staff on rotation basis is an unfair labour practice and that practice has been followed by the Bank from last 20 years. The workman has worked for more than 10 years. The policy of engaging casual labour for years together is not allowed. Even the Hon'ble Supreme Court of India has in 'Rajkamal - versus-Union of India deprecated the policy of engaging the casual labours for years together. He has submitted that the Petitioner worked in various branches. According to him it is crystal clear that the Bank is indulging in unfair labour practice. However, from the pleading of the Respondent Bank as well as submission it seems that the Bank has engaged the Petitioner when the work was available i.e. particularly during leave vacancy. It is a fact

that though the Petitioner was engaged at various places but he was not engaged continuously. Even the statement filed by the Petitioner indicates that he does not work continuously and therefore, the submission of the management that he was provided with the work as and when required appears to be proved. The Petitioner initially has not produced the single document showing even exact working days. Later on when the management demanded better particulars he has submitted a list under which he has shown that he worked for 609 days till 24-11-2000. However, the Bank has submitted a separate list showing actual days when he was engaged up to May, 1999. Both the lists show that the Petitioner was never engaged continuously and he has never worked continuously even for 240 days in one calendar year. Accordingly to the Petitioner, the management was deliberately not engaging the Petitioner because it was intending to avoid the permanency and is continuing to take the work from the casual workers by rotation. In fact, there is nothing on record to indicate that the Petitioner was engaged in any permanent post or in clear vacancy as indicated above. He has not even produced an evidence to show that he was given appointment order. On the contrary, his cross-examination goes to show that he has no written document to show that he has worked for 413 days till 1997 as submitted by him. As per Circular, the persons who were working continuously were given an opportunity of appearing in the test for the recruitment on the permanent post. The casual workers are engaged by the Bank only for the temporary period during the leave vacancy of the permanent employees and when the work is not available, the daily wagers are discontinued. This discontinuation cannot be treated as a termination of the service when a particular person was not engaged on a clear vacancy or vacant post. In my view, the Petitioner cannot claim a permanency. For claiming a permanency on a particular post, it is necessary that he should work continuously in a clear vacancy or a vacant post for 240 days. Here, his total working might have gone for more than 240 days but that is not within one calendar year or he has not worked continuously. In such circumstances, in my view, he cannot claim permanency.

8. Further it has been submitted on behalf of the Petitioner that as per the Circular dt.20-9-1993, the Bank has decided to absorb the temporary employees in subordinate staff and they would be allowed to appear in the Sub-staff Recruitment Test who have been working for 90 days from 1-1-1982 to 31-12-1986 and for 60 days from 1-1-1987 to 24-12-1990. This staff is to be given preference for the said test. According to the counsel for the Petitioner, this Circular amount to an agreement and as per the agreement they are entitled to appear for examination. However, the submission cannot be accepted because this agreement has never taken place. It is not an agreement at

all. The Safai Karmachari, Office Peon, Part-time Safai Karmachari who are working as regular permanent employees are entitled to the various benefits and privileges under the bipartite settlement at par with other permanent employees of the Bank. However, the daily wagers are not covered in that settlement or an agreement because they are engaged on purely temporary basis for a temporary period and therefore, they cannot be considered for the regularization. It is fact that the Petitioner was not at all sponsored through the Employment Exchange. There is no written Order to absorb him even as casual labour. On the contrary, it appears that he was provided with the work as and when it was available. He has also never worked continuously and in such circumstances how the Petitioner can claim vested interest of being permanent or for appearing in a particular test. Similarly, there is nothing on record to show that the management without filling permanent vacant post is taking the work through casual labour for years together. When there is no vacant post, it cannot be said that the management is taking the work of permanent employees through casual workers and in such circumstances, in my opinion the Petitioner is not entitled for the relief claimed by him. The reference deserves to be dismissed and he is not entitled for any benefits. Hence I dismiss the reference and pass negative award.

Dated: 30-4-2009

A.N. YADAV, Presiding Officer

नई दिल्ली, 21 मई, 2009

का.आ. 1723.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़-1 को पंचाट (संदर्भ संख्या 109/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/27/98-आईआर (बी-11)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2009

S.O. 1723.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 109/98) of the Central Government Industrial Tribunal, Chandigarh-I now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Punjab & Sind Bank and their workman, which was received by the Central Government on 21-5-2009.

[No. L-12012/27/98-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 109/98

Shri Surinder Kumar Bhagi S/o Shri Hira Lal Bhagi,
EL-94, Sham Gali Bazar Punj Peer, Near Gurudwara,
Jalandhar CityApplicant

Versus

The Branch Manager, New Sabzi Mandi,
Kaksudan, JalandharRespondent

APPEARANCES

For the workman : Sri R.K. Singh.

For the management : Sri J.S. Sathi.

AWARD

Passed on 23-4-2009

Government of India *vide* notification No. L-12012/27/98-IR(B-II), dated 4-6-1998 referred the following industrial dispute for judicial adjudication to this Tribunal:

"Whether the action of the management of Punjab and Sind Bank represented by the Branch Manager, New Sabzi Mandi, Kaksudan, Jalandhar in terminating the services of Shri Surinder Kumar Bhagi, ex-daily rated peon w.e.f. 14-7-1997 is just and legal. If not, to what relief the said workman is entitled to?"

On perusal of the pleadings of both of the parties it is evident that workman has pressed his claim on the ground that he has worked with the management as peon from 22-10-1996 to 13-7-1997 continuously and had completed 240 days of work with the management in the preceding year from the date of his termination. It was also contended by the workman that no notice, one month wages in lieu of the notice or retrenchment compensation was paid to him before the termination of his services. On this very ground the workman has prayed for declaration his termination as illegal and for an order for his reinstatement into the services with full back wages.

The management of the bank has admitted that the workman worked with the management as daily waged worker at the rate of Rs. 50 per day but contended that from October 1996 to July 1997, he has only worked for 207 days with the management. The bank has further contended that as per the provisions of Industrial Disputes Act, no notice or retrenchment compensation was required to be given. The management of the bank has also challenged the legality of initial appointment of the workman and submitted that in view of the law laid down by Hon'ble the Apex Court in Secretary, State of Karnataka & others Vs. Uma Devi and others J.T. 2006 (4), SC, 420 case the service of the workman cannot be regularized by this Tribunal.

After affording opportunity for adducing evidence and hearing the parties, I am of the view that issue before this Tribunal is not regarding the regularization of the services of the workman but the issue is regarding the protection of the right to work of the workman in compliance of the provisions of Industrial Disputes Act. It is admitted fact that the workman was engaged by the manager of the bank and the few certificates shows that the process for regularization of his services were also in transit between the manager of the bank and head office of the bank. In calculating the days the management admittedly has not counted Sundays and holidays. If this period is counted the working days became much more than 240 days. The workman has worked continuously with the management and as per the service jurisprudence the interminant minor breaks which include Sundays and holidays shall be counted while calculating the working days of the workman. Thus, there is no doubt, that workman has completed 240 days of work with the management before his termination.

It is also admitted fact that no notice, one month salary in lieu of the notice or retrenchment compensation was paid to the workman before the termination of his services. It is in violation of the provisions of Industrial Disputes Act. Accordingly, the termination, being inviolative of the provisions of the Industrial Disputes Act, is void.

When the termination of the workman is declared void by the Tribunal, there are two possible remedies which can be considered for redressal of the grievances of the workman. The first remedy available is the reinstatement of the workman into the service and another is a reasonable compensation. The Tribunal as per the service jurisprudence should prefer for reinstatement of the workman into the services and in exceptional circumstances where the facts and circumstances of the case so warrants should go for a reasonable compensation. In this case, as stated by the management no vacancy is available. Under such circumstances where vacancies are not available and regularization of services cannot be considered by this Tribunal, I am of the view that a reasonable compensation will meets the ends of the justice. Considering the facts and circumstances of the case, wages which were paid to the workman at the time of his termination, tentative amount of retrenchment compensation at the time of his termination from the services, interest there on and depreciation in money, I am of the view that a amount of Rs. 1,00,000 (one lakh) will meets the ends of justice. Accordingly, management of the bank is directed to pay Rs. 1,00,000 (one lakh) to the workman within one month from the date of publication of this award. It is hereby made clear that if the management pay the amount within one month, no interest shall be paid to the workman. In case management failed to pay Rs. 1,00,000 to the workman within one month, the workman will also be entitled for the interest at rate of 8% per annum from the date of the filing the claim petition till the final payment. The reference is accordingly answered.

Central Government be informed and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 21 मई, 2009

का.आ. 1724.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इंडिया, नागपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 303/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/249/99-आईआर (बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2009

S.O. 1724.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 303/2000) of the Central Government Industrial Tribunal, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India, Nagpur and their workman, which was received by the Central Government on 21-5-2009.

[No. L-12012/249/99-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/303/2000 Date 30-4-2009

Petitioner/
Party No. 1 Shri Rajesh Wankhede,
New Godam, Ward No. 30,
Kamptee, Dist. Nagpur

Versus

Respondent/
Party No. 2 The Zonal Manager,
Central Bank of India,
Nagpur

AWARD

Dated: 30th April, 2009

1. The Central Government after satisfying the existence of dispute between Shri Rajesh Wankhede, Nagpur (Party No.1) and the Zonal Manager, Central Bank of India, Nagpur (Party No.2) referred the same for adjudication to this Tribunal *vide* its letter No.L-12012/249/99/IR (B-II) dated 29-9-2000 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. Whether it is a fact that Shri Rajesh Wankhede has been engaged as a sub-staff on temporary/part-time basis by the management of Central Bank of India during the period from 1990 to 1999? If so, whether the action of the management in terminating the services

of the disputant is legal and justified? If not, justified, what relief is the disputant concerned entitled to? "Whether the action of the management to engage a large number of persons to work for short period of time one after the another, on rotation, instead of filling up the vacancies on regular basis, is legal and justified? If not, what directions are necessary in the matter?"

3. The Petitioner, Shri Rajesh Wankhede contended that he has been working with the Bank respondent w.e.f. 120-10-1990 as a sub-staff and is being paid Rs. 120 per day. The Bank provides him 60 to 90 days work in every calendar year right from the date of his initial appointment and he claims to have worked about 519 days till 1999. He works as per the regular employee right from 10.30 AM to 5.30 PM in all the branches in the city of Nagpur. The Respondent Bank discontinued him after 60 days and appointed another employee in the same category in his place and the another employee also provided only 60 days work on rotation basis. It does not maintain the seniority list while providing the work to the subordinate staff. This act of the Bank is in contravention of Section 25F and 25H of the Industrial Disputes Act, 1947.

4. Further, according to him, the Bank issued a Circular No.CO:93-94/234 dated 20-9-1993 as it has decided to recruit sub-staff from temporary employees who were working 60 to 90 days from 1-1-1982 to 31-12-1986 and from 1-1-1987 to 24-12-1990 by taking their test before recruitment. This clause of Circular is an agreement between the management and All India Central Bank Employees Federation, the recognized union of the Bank that clause binding on both the parties and the Bank has agreed to allow such employees to appear in the said recruitment test. However, the Petitioner was never allowed or called for the said test and it is against the policy depriving the Petitioner the benefits of permanent employee. Despite of the repeated and continuous request of the Petitioner demanding continuous work, the management refused to consider his demand and therefore he has raised this dispute. It is contended that the act of management of providing work only for 60 days on rotation basis is unfair labour practice as per Item No.10 of Schedule IV to the Industrial Disputes Act, 1947. The Petitioner is entitled for regularization and he has prayed to direct the Bank to regularize his services and to direct it to provide continuous work to him.

5. The Bank by filing Written Statement resist his claim, it has denied that the Petitioner worked w.e.f. 21-10-1990 as a sub-staff on daily rated basis. He has not submitted and not furnished the details as regards the date on which he worked as well as the details regarding the Branch Office of the Bank in which he has worked on daily wages as a sub-staff employee. He has impeded Zonal Office of the Bank and the Zonal Manager is an administrative head of all the Regional Offices which falls under his jurisdiction. The Regional Offices are situated in

Nagpur, Amravati, Akola, Jalgaon and therefore it is not possible to locate unless it is closed the place of working. It is denied that he is working continuously with the Bank as alleged. It has also denied that the Bank has provided work to him for 60 to 90 days in every calendar year right from 1990. He has not given the details and only wild and vague allegations are made about the actual days of working. This indicates that he himself not certain about working in the Bank. It has also denied that he worked like other regular employees from 10.30 am to 5.30 pm. It has denied that it is pursuing an illegal policy. It has also denied that the Bank engaged large number of employees as daily workers in sub-staff cadre on a rotational basis every year as alleged. It has denied that the Petitioner has completed 516 days of work up to 1999. It is also denied that the allegation regarding not maintaining seniority list and also a policy to allow the temporary employees who have worked for a particular period in Class-IV cadre were allowed to appear in the sub-staff Recruitment Test. It is also denied that there was any agreement between Bank and the Union as in the absence of specifically sanctioned post in Class-IV cadre, the question of entertaining the demand of Party No.2 to provide continuous work does not arise at all. It is denied that the Bank indulges in any unfair labour practice and it has committed breach of Section 25F and 25H of the Act. He cannot claim to be absorbed or regularized in the employment. It has denied that there are vacancies and the regular work is available in various Branch of the Bank for daily rated employees.

6. It is submitted on behalf of the Bank when the casual or the daily rated employees are engaged by the Bank only for a temporary period during the leave vacancy of a permanent employee, as a need of work when it is available. It engages when the work is available and disengages the discontinuation of temporary or casual employees engaged as daily wagers does not amount to retrenchment or its unfair labour practice. Finally it is prayed to reject the claim of the Petitioner and pass negative Award.

7. Heard the counsel for both the parties and I have perused the paper of the case. According to the Petitioner Shri Rajesh Wankhede, he worked w.e.f. 21-10-1990 in a capacity of the sub-staff @ Rs.120 per day and till 1997 he worked for 413 days and up to 28-8-2000 total goes up to 462 days. He worked in main Branch at Nagpur. However, his services came to be terminated w.e.f. 23-8-2000. He was provided with the work for 60 to 90 days in every calendar year since the date of his initial appointment and on rotation basis with the mala fide intension to deprive him from permanency. Engaging large number of subordinate staff on rotation basis is an unfair labour practice and that practice has been followed by the Bank from last 20 years. The workman has worked for more than 10 years. The policy of engaging casual labour for years together is not allowed. Even the Hon'ble Supreme Court of India has in 'Rajkamal-versus-Union of India deprecated the policy of

engaging the casual labours for years together. He has submitted that the Petitioner worked in various branches. According to him it is crystal clear that the Bank is indulging in unfair labour practice. However, from the pleading of the Respondent Bank as well as submission it seems that the Bank has engaged the Petitioner when the work was available i.e. particularly during leave vacancy. It is a fact that though the Petitioner was engaged at various places but he was not engaged continuously. Even the statement filed by the Petitioner indicates that he does not work continuously and therefore, the submission of the management that he was provided with the work as and when required appears to be proved. The Petitioner initially has not produced the single document showing even exact working days. Later on when the management demanded better particulars he has submitted a list under which he has shown that he worked for 462 days till 28-8-2000. However, the Bank has submitted a separate list showing actual days when he was engaged up to August, 1999. Both the lists show that the Petitioner was never engaged continuously and he has never worked continuously even for 240 days in one calendar year. Accordingly to the Petitioner, the management was deliberately not engaging the Petitioner because it was intending to avoid the permanency and is continuing to take the work from the casual workers by rotation. In fact, there is nothing on record to indicate that the Petitioner was engaged in any permanent post or in clear vacancy as indicated above. He has not even produced an evidence to show that he was given appointment order. On the contrary, his cross-examination goes to show that he has no written document to show that he has worked for 413 days till 1999 as submitted by him. As per Circular, the persons who were working continuously were given an opportunity of appearing in the test for the recruitment on the permanent post. The casual workers are engaged by the Bank only for the temporary period during the leave vacancy of the permanent employees and when the work is not available, the daily wagers are discontinued. This discontinuation cannot be treated as a termination of the service when a particular person was not engaged on a clear vacancy or vacant post. In my view, the Petitioner cannot claim a permanency. For claiming a permanency on a particular post, it is necessary that he should work continuously in a clear vacancy or a vacant post for 240 days. Here, his total working might have gone for more than 240 days but that is not within one calendar year or he has not worked continuously. In such circumstances, in my view, he cannot claim permanency.

8. Further it has been submitted on behalf of the Petitioner that as per the Circular dt. 20-9-1993, the Bank has decided to absorb the temporary employees in subordinate staff and they would be allowed to appear in the Sub-staff Recruitment Test who have been working for 90 days from 1-1-1982 to 31-12-1986 and for 60 days from

I-1-1987 to 24-12-1990. This staff is to be given preference for the said test. According to the counsel for the Petitioner, this Circular amount to an agreement and as per the agreement they are entitled to appear for examination. However, the submission cannot be accepted because this agreement has never taken place. It is not an agreement at all. The Safai Karamchari, Office Peon, Part-time Safai Karamchari who are working as regular permanent employees are entitled to the various benefits and privileges under the bipartite settlement at par with other permanent employees of the Bank. However, the daily wagers are not covered in that settlement or an agreement because they are engaged on purely temporary basis for a temporary period and therefore, they cannot be considered for the regularization. It is fact that the Petitioner was not at all sponsored through the Employment Exchange. There is no written Order to absorb him even as casual labour. On the contrary, it appears that he was provided with the work as and when it was available. He has also never worked continuously and in such circumstances how the Petitioner can claim vested interest of being permanent or for appearing in a particular test. Similarly, there is nothing on record to show that the management without filling permanent vacant post is taking the work through casual labour for years together. When there is no vacant post, it cannot be said that the management is taking the work of permanent employees through casual workers and in such circumstances, in my opinion the Petitioner is not entitled for the relief claimed by him. The reference deserves to be dismissed and he is not entitled for any benefits. Hence I dismiss the reference and pass negative award.

Dated: 30-4-2009

A. N. YADAV, Presiding Officer

नई दिल्ली, 21 मई, 2009

का.आ. 1725.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 304/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/250/1999-आईआर(बी-II)]

राजेन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2009

S.O. 1725.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.304/2000) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India, Nagpur and

their workmen, which was received by the Central Government on 21-5-2009.

[No.L-12012/250//1999-IR(B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/304/2000

Date: 30-4-2009

Petitioner/Party No. 1 Shri Shrikant Manohar Rao Kharat,
Nandurkar bada, Siraspeth,
Nagpur

Versus

Respondent/Party No. 2 The Zonal Manager,
Central Bank of India,
Nagpur.

AWARD

Dated the 30th April, 2009

1. The Central Government after satisfying the existence of dispute between Shri Shrikant Manohar Rao Kharat Nagpur (Party No.1) and the Zonal Manager, Central Bank of India, Nagpur (Party No.2) referred the same for adjudication to this Tribunal vide its letter No.L-12012/250/99/IR (B-II) dated 29-9-2000 under clause (d) of sub Section (1) and sub section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether it is a fact that Shri Kant Manohar Rao Kharat has been engaged as a Sub-staff on temporary/part-time basis by the management of Central Bank of India during the period from 1990 to 1999? If so, whether the action of the management in terminating the services of the disputant is legal and justified? If not, justified, what relief is the disputant concerned entitled to?" Whether the action of the management to engage a large number of persons to work for short period of time one after the another, on rotation, instead of filling up the vacancies on regular basis, is legal and justified? If not, what directions are necessary in the matter?"

3. The Petitioner, Shri Shrikant Manohar Rao Kharat contended that he has been working with the Bank respondent w.e.f. 9-10-1992 as a Sub-staff and is being paid Rs.120 per day. The Bank provides him 60 to 90 days work in every calendar year right from the date of his initial appointment and he claims to have worked about on 563 days till 1999. He works as per the regular employee right from 10 AM to 5.30 PM in all the branches in the city of Nagpur. The Respondent Bank discontinued him after 60 days and appointed another employee in the same category in his place and the another employee also provided only

60 days work on rotation basis. It does not maintain the seniority list while providing the work to the Subordinate staff. This act of the Bank is in contravention of Section 25F and 25H of the ID Act, 1947.

4. Further, according to him, the Bank issued a Circular No.CO:93-94/234 dated 20-9-1993 as it has decided to recruit sub-staff from temporary employees who were working 60 to 90 days from 1-1-1982 to 31-12-1986 and from 1-1-1987 to 24-12-1990 by taking their test before recruitment. This clause of Circular is an agreement between the management and all India Central Bank Employees Federation, the recognized union of the Bank that clause binding on both the parties and the Bank has agreed to allow such employees to appear in the said recruitment test. However, the Petitioner was never allowed or called for the said test and it is against the policy depriving the Petitioner the benefits of permanent employee. Despite of the repeated and continuous request of the Petitioner demanding continuous work, the management refused to consider his demand and therefore he has raised this dispute. It is contended that the act of management of providing work only for 60 days on rotation basis is unfair labour practice as per Item No.10 of Schedule IV to the Industrial Dispute Act, 1947. The Petitioner is entitled for regularization and he has prayed to direct the Bank to regularize his services and to direct it to provide continuous work to him.

5. The Bank by filing his WS resist is claim it has denied that the Petitioner worked w.e.f. 9-10-1992 as a sub-staff on daily rated basis. He has not submitted and not furnished the details as regards the date on which he worked as well as the details regarding the Branch Office of the Bank in which he has worked on daily wages as a sub-staff employee. He has impeded Zonal Office of the Bank and the Zonal Manager is an administrative head of all the Regional Offices which falls under his jurisdiction. The Regional Offices are situated in Nagpur, Amravati, Akola, Jalgaon and therefore it is not possible to locate unless it is closed the place of working. It is denied that he is working continuously with the Bank as alleged. It has also denied that the Bank has provided work to him for 60 to 90 days in every calendar year right from 1992. He has not given the details and only wild and vague allegations are made about the actual days of working. This indicates that he himself not certain about working in the Bank. It has also denied that he worked like other regular employees from 10.30 am to 5.30 pm. It has denied that it is pursuing an illegal policy. It has also denied that the Bank engaged large number of employees as daily workers in sub-staff cadre on a rotational basis every year as alleged. It has denied that the Petitioner has completed 563 days of work upto 1999. It is also denied that the allegation regarding not maintaining seniority list and also a policy to allow the temporary employees who have worked for a particular period in Class-IV cadre were allowed to appear in the sub-staff

Recruitment Test. It is also denied that there was any agreement between Bank and the Union as in the absence of specifically sanctioned post in Class-IV cadre, the question of entertaining the demand of Party No.2 to provide continuous work does not arise at all. It is denied that the Bank indulges in any unfair labour practice and it has committed breach of Section 25F and 25H of the Act. He cannot claim to be absorbed or regularized in the employment. It has denied that there are vacancies and the regular work is available in various Branch of the Bank for daily rated employees.

6. It is submitted on behalf of the Bank when the casual or the daily rated employees are engaged by the Bank only for a temporary period during the leave vacancy of a permanent employee, as a need of work when it is available. It engages when the work is available and dis-engages the discontinuation of temporary or casual employees engaged as daily wagers does not amount to retrenchment or its unfair labour practice. Finally it is prayed to reject the claim of the Petitioner and pass negative Award.

7. Heard the counsel for both the parties and I have perused the paper of the case. According to the Petitioner Shri Shrikant Manohar Rao Kharat, he worked w.e.f. 9-10-1992 in a capacity of the sub-staff @Rs.120/- per day and till 1997 he worked for 413 days and upto 28-8-2000 total goes upto 462 days. He worked in main Branch at Nagpur. However, his services came to be terminated w.e.f. 23-8-2000. He was provided with the work for 60 to 90 days in every calendar year since the date of his initial appointment and on rotation basis with the mala fide intension to deprive him from permanency. Engaging large number of sub ordinate staff on rotation basis is an unfair labour practice and that practice has been followed by the Bank from last 20 years. The workman has worked for more than 10 years. The policy of engaging casual labour for years together is not allowed. Even the Hon'ble Supreme Court of India has in 'Rajkamal - versus-Union of India deprecated the policy of engaging the casual-labours for years together. He has submitted that the Petitioner worked in various branches. According to him it is crystal clear that the Bank is indulging in unfair labour practice. However, from the pleading of the Respondent Bank as well as submission it seems that the Bank has engaged the Petitioner when the work was available i.e. particularly during leave vacancy. It is a fact that though the Petitioner was engaged at various places but he was not engaged continuously. Even the statement filed by the Petitioner indicates that he does not work continuously and therefore, the submission of the management that he was provided with the work as and when required appears to be proved. The Petitioner initially has not produced the single document showing even exact working days. Later on when the management demanded better particulars he has submitted a list under which he has shown that he worked for 462 days till 23-8-2000. However, the Bank has submitted

a separate list showing actual days when he was engaged upto August, 1999. Both the lists show that the Petitioner was never engaged continuously and he has never worked continuously even for 240 days in one calendar year. Accordingly to the Petitioner, the management was deliberately not engaging the Petitioner because it was intending to avoid the permanency and is continuing to take the work from the casual workers by rotation. In fact, there is nothing on record to indicate that the Petitioner was engaged in any permanent post or in clear vacancy as indicated above. He has not even produced an evidence to show that he was given appointment order. On the contrary, his cross-examination goes to show that he has no written document to show that he has worked for 413 days till 1997 as submitted by him. As per Circular, the persons who were working continuously were given an opportunity of appearing in the test for the recruitment on the permanent post. The casual workers are engaged by the Bank only for the temporary period during the leave vacancy of the permanent employees and when the work is not available, the daily wagers are discontinued. This discontinuation cannot be treated as a termination of the service when a particular person was not engaged on a clear vacancy or vacant post. In my view, the Petitioner cannot claim a permanency. For claiming a permanency on a particular post, it is necessary that he should work continuously in a clear vacancy or a vacant post for 240 days. Here, his total working might have gone for more than 240 days but that is not within one calendar year or he has not worked continuously. In such circumstances, in my view, he cannot claim permanency.

8. Further it has been submitted on behalf of the Petitioner that as per the Circular dt.20-9-1993, the Bank has decided to absorb the temporary employees in subordinate staff and they would be allowed to appear in the Sub-staff Recruitment Test who have been working for 90 days from 1-1-1982 to 31-12-1986 and for 60 days from 1-1-1987 to 24-12-1990. This staff is to be given preference for the said test. According to the counsel for the Petitioner, this Circular amount to an agreement and as per the agreement they are entitled to appear for examination. However, the submission cannot be accepted because this agreement has never taken place. It is not an agreement at all. The Safai Karmachari, Office Peon, Part-time Safai Karmachari who are working as regular permanent employees are entitled to the various benefits and privileges under the bipartite settlement at par with other permanent employees of the Bank. However, the daily wagers are not covered in that settlement or an agreement because they are engaged on purely temporary basis for a temporary period and therefore, they cannot be considered for the regularization. It is fact that the Petitioner was not at all sponsored through the Employment Exchange. There is no written Order to absorb him even as casual labour. On the contrary, it appears that he was provided with the work

as and when it was available. He has also never worked continuously and in such circumstances how the Petitioner can claim vested interest of being permanent or for appearing in a particular test. Similarly, there is nothing on record to show that the management without filling permanent vacant post is taking the work through casual labour for years together. When there is no vacant post, it cannot be said that the management is taking the work of permanent employees through casual workers and in such circumstances, in my opinion the Petitioner is not entitled for the relief claimed by him. The reference deserves to be dismissed and he is not entitled for any benefits. Hence I dismiss the reference and pass negative award.

Date: 30-04-2009.

A. N. YADAV, Presiding Officer

नई दिल्ली, 21 मई, 2009

का.आ. 1726 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इंडिया नागपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 305/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/251/1999-आईआर(बी-11)]

राजेश कुमार, डेस्क अधिकारी

New Delhi, the 21st May, 2009

S.O. 1726 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.305/2000) of the Central Government Industrial Tribunal Nagpur now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of Central Bank of India, Nagpur and their workmen, which was received by the Central Government on 21-5-2009.

[No. L-12012/251/1999-IR (B-II)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI A. N. YADAV, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/305/2000

Date : 22-4-2009

Petitioner/
Party No.1

Shri Rajesh Maroti Patil,
New Khalasi Line,
C/o Yuvraj Kamble, Kamptee,
Dist. Nagpur

Versus

Respondent/
Party No.2

The Zonal Manager,
Central Bank of India,
Nagpur.

AWARD

Dated the 22nd April, 2009.

1. The Central Government after satisfying the existence of dispute between Shri Rajesh Maroti Patil, Nagpur (Party No. 1) and the Zonal Manager, Central Bank of India, Nagpur (Party No. 2) referred the same for adjudication to this Tribunal vide its letter No.L-12012/251/99/IR (B-II) dated 29-9-2000 under clause (d) of sub Section (1) and sub Section (2A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947) with the following schedule.

2. "Whether it is a fact that Shri Rajesh Maroti Patil has been engaged as a Sub-staff on temporary/part-time basis by the management of Central Bank of India during the period from 1990 to 1999? If so, whether the action of the management in terminating the services of the disputant is legal and justified? If not, justified, what relief is the disputant concerned entitled to?" "Whether the action of the management to engage a large number of persons to work for short period of time one after the another, on rotation, instead of filling up the vacancies on regular basis, is legal and justified? If not, what directions are necessary in the matter?"

3. The Petitioner, Shri Rajesh Maroti Patil contended that he has been working with the Bank respondent w.e.f 31-7-1990 as a Sub-staff and is being paid Rs. 120 per day. The Bank provides him 60 to 90 days work in every calendar year right from the date of his initial appointment and he claims to have worked about on 413 days till 1997. He works as per the regular employee right from 10 AM to 5.00 PM in all the branches in the city of Nagpur. The Respondent Bank discontinued him after 60 days and appointed another employee in the same category in his place and the another employee also provided only 60 days work on rotation basis. It does not maintain the seniority list while providing the work to the Subordinate staff. This act of the Bank is in contravention of Section 25F and 25H of the ID Act, 1947.

4. Further, according to him, the Bank issued a Circular No.CO:93-94/234 dated 20-9-1993 as it has decided to recruit sub-staff from temporary employees who were working 60 to 90 days from 1-1-1982 to 31-12-1986 and from 1-1-1987 to 24-12-1990 by taking their test before recruitment. This clause of Circular is an agreement between the management and all India Central Bank Employees Federation, the recognized union of the Bank that clause binding on both the parties and the Bank has agreed to allow such employees to appear in the said recruitment test. However, the Petitioner was never allowed or called for the said test and it is against the policy depriving the Petitioner the benefits of permanent employee. Despite of the repeated and continuous request of the Petitioner demanding continuous work, the management refused to consider his demand and therefore he has raised this dispute. It is contended that the act of management of

providing work only for 60 days on rotation basis is unfair labour practice as per Item No.10 of Schedule IV to the Industrial Dispute Act, 1947. The Petitioner is entitled for regularization and he has prayed to direct the Bank to regularize his services and to direct it to provide continuous work to him.

5. The Bank by filing his WS resist is claim it has denied that the Petitioner worked w.e.f.31-7-1990 as a sub-staff on daily rated basis. He has not submitted and not furnished the details as regards the date on which he worked as well as the details regarding the Branch Office of the Bank in which he has worked on daily wages as a sub-staff employee. He has impeded Zonal Office of the Bank and the Zonal Manager is an administrative head of all the Regional Offices which falls under his jurisdiction. The Regional Offices are situated in Nagpur, Amravati, Akola, Jalgaon and therefore it is not possible to locate unless it is closed the place of working. It is denied that he is working continuously with the Bank as alleged. It has also denied that the Bank has provided work to him for 60 to 90 days in every calendar year right from 1990. He has not given the details and only wild and vague allegations are made about the actual days of working. This indicates that he himself not certain about working in the Bank. It has also denied that he worked like other regular employees from 10.00 am to 5.30 pm. It has denied that it is pursuing an illegal policy. It has also denied that the Bank engaged large number of employees as daily workers in sub-staff cadre on a rotational basis every year as alleged. It has denied that the Petitioner has completed 413 days of work upto 1997. It is also denied that the allegation regarding not maintaining seniority list and also a policy to allow the temporary employees who have worked for a particular period in Class-IV cadre were allowed to appear in the sub-staff Recruitment Test. It is also denied that there was any agreement between Bank and the Union as in the absence of specifically sanctioned post in Class-IV cadre, the question of entertaining the demand of Party No.2 to provide continuous work does not arise at all. It is denied that the Bank indulges in any unfair labour practice and it has committed breach of Section 25F and H of the Act. He cannot claim to be absorbed or regularized in the employment. It has denied that there are vacancies and the regular work is available in various Branch of the Bank for daily rated employees.

6. It is submitted on behalf of the Bank when the casual or the daily rated employees are engaged by the Bank only for a temporary period during the leave vacancy of a permanent employee, as a need of work when it is available. It engages when the work is available and disengages the discontinuation of temporary or casual employees engaged as daily wagers does not amount to retrenchment or its unfair labour practice. Finally it is prayed to reject the claim of the Petitioner and pass negative Award.

7. Heard the counsel for both the parties and I have perused the paper of the case. According to the Petitioner Shri Rajesh Maroti Patil, he worked w.e.f. 31-7-1990 in a capacity of the sub-staff @Rs. 120 per day and till 1997 he worked for 413 days and upto 28-8-2000 total goes upto 462 days. He worked in main Branch at Nagpur. However, his services came to be terminated w.e.f. 23-8-2000. He was provided with the work for 60 to 90 days in every calendar year since the date of his initial appointment and on rotation basis with the mala fide intention to deprive him from permanency. Engaging large number of sub-ordinate staff on rotation basis is an unfair labour practice and that practice has been followed by the Bank from last 20 years. The workman has worked for more than 10 years. The policy of engaging casual labour for years together is not allowed. Even the Hon'ble Supreme Court of India in *Rajkamal versus Union of India* depreciated the policy of engaging the casual-labours for years together. He has submitted that the Petitioner worked in various branches. Accordingly to him it is crystal clear that the Bank is indulging in unfair labour practice. However, from the pleading of the Respondent Bank as well as submission it seems that the Bank has engaged the Petitioner when the work was available i.e. particularly during leave vacancy. It is a fact that though the Petitioner was engaged at various places but he was not engaged continuously. Even the statement filed by the Petitioner indicates that he does not work continuously and therefore, the submission of the management that he was provided with the work as and when required appears to be proved. The Petitioner initially has not produced the single document showing even exact working days. Later on when the management demanded better particulars he has submitted a list under which he has shown that he worked for 462 days till 23-8-2000. However, the Bank has submitted a separate list showing actual days when he was engaged upto August, 1999. Both the lists show that the Petitioner was never engaged continuously and he has never worked continuously even for 240 days in one calendar year. According to the Petitioner, the management was deliberately not engaging the Petitioner because it was intending to avoid the permanency and is continuing to take the work from the casual workers by rotation. In fact, there is nothing on record to indicate that the Petitioner was engaged in any permanent post or in clear vacancy as indicated above. He has not even produced an evidence to show that he was given appointment order. On the contrary, his cross-examination goes to show that he has no written document to show that he has worked for 413 days till 1999 as submitted by him. As per Circular, the persons who were working continuously were given an opportunity of appearing in the test for the recruitment on the permanent post. The casual workers are engaged by the Bank only for

the temporary period during the leave vacancy of the permanent employees and when the work is not available, the daily wagers are discontinued. This discontinuation cannot be treated as a termination of the service when a particular person was not engaged on a clear vacancy or vacant post. In my view, the Petitioner cannot claim a permanency. For claiming a permanency on a particular post, it is necessary that he should work continuously in a clear vacancy or a vacant post for 240 days. Here, his total working might have gone for more than 240 days but that is not within one calendar year or he has not worked continuously. In such circumstances, in my view, he cannot claim permanency.

8. Further it has been submitted on behalf of the Petitioner that as per the Circular dt. 20-9-1993, the Bank has decided to absorb the temporary employees in subordinate staff and they would be allowed to appear in the Sub-staff Recruitment Test who have been working for 90 days from 1-1-1982 to 31-12-1986 and for 60 days from 1-1-1987 to 24-12-1990. This staff is to be given preference for the said test. According to the counsel for the Petitioner, this Circular amounts to an agreement and as per the agreement they are entitled to appear for examination. However, the submission cannot be accepted because this agreement has never taken place. It is not an agreement at all. The Safai Karmachari, Office Peon, Part-time Safai Karmachari who are working as regular permanent employees are entitled to the various benefits and privileges under the bipartite settlement at par with other permanent employees of the Bank. However, the daily wagers are not covered in that settlement or an agreement because they are engaged on purely temporary basis for a temporary period and therefore, they cannot be considered for the regularization. It is a fact that the Petitioner was not at all sponsored through the Employment Exchange. There is no written Order to absorb him even as casual labour. On the contrary, it appears that he was provided with the work as and when it was available. He has also never worked continuously and in such circumstances how the Petitioner can claim vested interest of being permanent or for appearing in a particular test. Similarly, there is nothing on record to show that the management without filling permanent vacant post is taking the work through casual labour for years together. When there is no vacant post, it cannot be said that the management is taking the work of permanent employees through casual workers and in such circumstances, in my opinion the Petitioner is not entitled for the relief claimed by him. The reference deserves to be dismissed and he is not entitled for any benefits. Hence I dismiss the reference and pass negative award.

Date: 22-04-2009

A. N. YADAV, Presiding Officer

नई दिल्ली, 22 मई, 2009

का.आ. 1727.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.-I, धनबाद के पंचाट (संदर्भ संख्या 163/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-05-2009 को प्राप्त हुआ था।

[सं. एल-20012/183/99-आईआर (सी-I)]

स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 22nd May, 2009

S.O. 1727.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 163/1999) of the Central Government Industrial Tribunal/Labour Court, No. I Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s E. C. Ltd. and their workman, which was received by the Central Government on 22-05-2009.

[No. L-20012/183/99-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD**

In the matter of a reference U/s. 10(1) (d) (2A) of I.D. Act

Reference No. 163 of 1999

Parties : Employers in relation to the management of Barakar Engineering and Foundry Works Nirsa of M/s. E.C. Ltd.

AND

Their Workmen

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES

For the Employers : Shri B. M. Prasad,
Advocate.

For the Workmen : Shri G. Prasad,
Advocate.

State : Jharkhand. Industry : Coal.

Dated, the 30th April, 2009.

AWARD

By Order No. L-20012/183/99-IR(C-I) dated 3-8-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Barakar Engineering and Foundry Works Nirsa of M/s. E.C.L. in providing employment to Sri Rajendra Prasad as Cat. A Mazdoor considering his experience of past service and qualification in the light of award in Ref. No. 21/89 of CGIT No. 3 dated 21-8-91 is proper? If not, what relief Sri Prasad is entitled to and whether Sri Rajendra Prasad is entitled to wage from the date of award became enforceable?”

2. Written statement has been filed on behalf of the workmen stating that Barakar Engineering and Foundry Works earlier was a part of Badjna Colliery. The colliery alongwith the works was taken over by the Central Government w.e.f. 31-12-1972 and was subsequently nationalised w.e.f. 1-5-1973. The colliery and the works both then belonged to M/s. ECL. The concerned workman was earlier employed in Barakar and Foundry Works, now under Mugma Area of M/s. ECL. in moulding & Pouring in the Heavy Foundry Section in the supervisory Grade since March 1972. The workman was falsely implicated in a criminal case by the then management of Foundry Works. Police arrested him. He secured bail. After he was enlarge on bail, he reported for duty, but was not allowed to resume duty either by the erstwhile employer or by the authorities of M/s. E.C. Ltd. even after nationalisation or the Coal Mine w.e.f. 1-5-1973. Thereafter the concerned workman raised an Industrial Dispute U/s. 2A read with Section 10 & 12 of the I.D. Act, 1947, before the A.L.C.(C), Dhanbad. The conciliation proceeding ended in failure and the appropriate Government referred the dispute to this Hon'ble Tribunal for adjudication which was recorded as Reference No. 27 of 1987 between the management of Barakar Engineering & Foundry Works of M/s.E.C. Ltd. and their workman, Rajendra Prasad. The Central Govt. Industrial Tribunal No. I, after hearing the parties, passed an award on 21-8-91 by directing the employer to employ Rajendra Prasad on such terms and conditions as it may deem fit and proper after considering his experience and qualification. Barakar Engineering & Foundry Works was covered under the Employees State Insurance Act, 1948. Rajendra Prasad was an “insured employee” as defined under the Employees State Insurance Act, 1948. The employer of M/s. E.C. Ltd. filed a writ petition Under Art. 226 of the

Constitution of India in Patna High Court, Ranchi Bench, Ranchi being CWC No. 279/91(R) which was dismissed. The employer filed S.L.P. in the Supreme Court of India, which too was dismissed. The concerned workman is a matriculate long before he was employed by the erstwhile employer of Barakar Engineering & Foundry Works. He had acquired long experience of working in the foundry as a Supervisor in the moulding & pouring in the Heavy Foundry Section. As per direction in the aforementioned award dated 21-8-91 the management offered him the job of Category-I mazdoor without considering his qualification and past experience. Most of his colleagues, who were employed, with him during the relevant period as Supervisors, are in Technical and Supervisory Grade-'B' and above Grade-A. The concerned workman is entitled to be placed in Technical and Supervisory Grade 'B' if not higher Grade, with effect from the date of award became enforceable in the scale of Technical and Supervisory Grade 'B'. The employer paid him only a sum of Rs. 26,000/- from 26-7-94 to September '96 for 26 months @ Rs. 1000/- P.M. as per direction of Hon'ble Patna High Court issued U/s. 17B of I.D. Act. The concerned workman is entitled to the difference of wages w.e.f. the date of the award dated 21-8-91 till he was allowed to resume duty on 22-6-97 in Category-I and difference of wages from 21-8-91 till he is placed in proper category, which come to about Rs. 5,00,000/- (Rupees Five Lakhs). It has been prayed that an award be passed in favour of the concerned workman.

3. Written statement has been filed on behalf of the management stating that the reference is bad in law and not maintainable and that it is liable to be rejected.

The case of Rajendra Prasad before the A.L.C. (C) appears to be recategorisation which was already thrashed by the Hon'ble Tribunal as well as the Hon'ble High Court and Hon'ble Supreme Court which have held that the findings of the fact recorded by Tribunal is quite unexceptionable. The Hon'ble High Court has held that 'with regards to the grievance of the workman it is undeniable that no material was brought on records before the Tribunal regarding his qualifications, academic or even the last wages drawn by him. In such view of the matter this present reference becomes redundant and has got no bearing to a stand and would amount to an encroachment upon the Hon'ble High Court's Order and liable to be dismissed. The reference is incompetent and unjustified one. Moreover BEFR is a works, under the Factories Act and the appropriate Government is not the Central Government and accordingly in this view of the matter also the reference becomes redundant and not maintainable. This factory was a separate unit and did not form part of the Mines.

Badjna colliery and BEFW though belonged to M/s. S.C.C. Ltd. but this works never vested in the Central Government alongwith Badjna Colliery. The previous owner of this works did not hand over to the Central Government during the time of take over, it being not a mine nor the part of Badjna Colliery. This factory was catering to the needs of outsiders parties and was executing a large number of jobs to them. It is also to be noted that E.S.I. Act does not apply to mines and as such his acceptance of being that this factory is covered under the E.S.I. Act goes to show that this works was not a mine. In view of the above, this management has no obligation to entertain any claim of Shri Rajendra Prasad and he has no right to make any such claim against this management. It has been prayed that an award be passed in favour of the management.

4. Both parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's written statement.

5. The concerned workman has produced himself as WW-2 and has proved documents Exts.W-1 to W-15. He also produced WW-1 Parshuram Yadav.

Management has produced M'W-1-Ranjit Kumar Ghosh who has stated in examination-in-chief-"Presently I am posted as Staff Officer (E&M) at Central Workshop, Northern Coalfields Ltd., Earlier I was posted in Barakar Engineering and Foundry Works, Nirma of M/s. ECL as Works Manager and then Agent. From there I was transferred in the month of February, 2001. The concerned workman had been appointed at Barakar Engineering & Foundry Works as Category-I Mazdoor. Willingly he had joined the said post and presently he is placed in Category-II. It is wrong to say that he was not appointed initially by taking into consideration his experience of past service and qualification. The demand of the concerned workman as raised in the instant case is not justified.

The concerned workman (WW-2) stated in examination-in-chief-"This is a carbon copy of the Lawyers Notice addressed to the C.M.D. of M/s. E.C.L. The Agent and General Manager (P) or M/s. E.C.L. which bears my signature (Marked Ext W-4). A copy of this was received in the Office of Suptd. and General Manager. This is the carbon copy of a letter under my signature addressed to A.L.C. and a copy of the same was received in the office of A.L.C. (Marked Ext. W-5). This is the letter of the management under signature of Personnel Manager addressed to me (Marked Ext. W-6) This is another letter of the management dated 21-7-97 under the signature of Dy. Personnel Manager (Marked Ext. W-7). This is my letter dated 19-8-97 and it was received in the office of the Agent of colliery (Marked

Ext. W-8). This is my letter dated 23-5-97 a copy of which was received in the office of the Personnel Manager (Marked Ext. W-9). This is the xerox copy of certificate granted by the Factory Manager, Oriental Coal Co. Ltd. who was the owner of this factory before the nationalisation (Marked 'X' for identification). This is the letter addressed to the Secretary, Government of India by the A.L.C., dated 7-4-99 a copy of which was forwarded to the Vice President, Dhanbad, Colliery Karmachari Sang (Marked Ext. W-10). This is the reply of the management before the A.L.C. (Marked Ext. W-11). This is the carbon copy of letter sent by me to the Agent of the colliery (Marked Ext. W-13). This is the carbon copy of letter sent by me to the Agent, which was received on 17-6-97 (Marked Ext. W-14). This is the letter of the management under the signature of Personnel Manager dated 28/29-5-97 (Marked Ext. W-15). There is an award of this Tribunal to give me employment according to my qualification and experience, the management has not given me employment according to my qualification and experience. I was appointed by the erstwhile management of the colliery to supervise the work. The management did not give me employment from the date on which the award became enforceable. I was given employment on 22-5-1997. The management has not paid me the wages as directed by the High Court under Sec. 17-B of the I.D. Act. They paid me only Rs. 1000 (Rupees One Thousand) for 26 months. The Management has not paid any wages for the period, the management had challenged the award in the Supreme Court. I am Matric Pass. Since the management did not give me employment in time, therefore, I had suffered loss of wages for a period of 5 years and 9 months. The person who was working under me has become Foreman in the Factory in Technical Grade 'C'. My claim is for the appropriate post according to my qualification and experience and back wages.

WW-1-Parshuram Yadav stated in examination-in-chief- "I am working at Barakar Engineering & Foundry Works, Nirsa from the year 1971 as Mazdoor but at present I am working as Welder/Asstt. Foreman. I know the concerned workman, Rajendra Prasad. He was appointed as Supervisor and he was supervising our work. But the company removed him from service and after an award of this Tribunal he was reinstated in service. I am only 7th class pass. I have brought my Identity Card, Rajendra Prasad is matriculate. After award of this Tribunal the concerned workman, Rajendra Prasad has been appointed as General Mazdoor.

6. Main argument on behalf of the concerned workman is that he was earlier employed as works

Supervisor, in Barakar Engineering & Foundry Works of M/s. Oriental Coal Co. Ltd., Nirsa. The Coal Mines were Nationalised under the provision of the Coal Mines Nationalisation Act, 1973. M/s. Oriental Coal Co. Ltd. objected to give possession of the foundry to the authorities concerned. M/s. Oriental Coal Co. Ltd. filed a writ in the Calcutta High Court. The High Court appointed a Receiver. The factory remained under the Receivership. M/s. Oriental Coal Co. Ltd. filed SLP under Art. 136/32 of the Constitution of India in the Hon'ble Supreme Court. The Hon'ble Supreme Court held that the Nationalisation Act, 1973 is intravire. Title of the Foundry was left open. The Hon'ble Supreme Court subsequently declared and decided in SLP from the respective Title Suit. He argued that the concerned workman was not allowed to join the foundry. He raised an industrial dispute U/s. 2A of the I.D. Act, 1947, which was referred to this Tribunal being Reference No. 27/89. The Tribunal made an elaborate discussion with these matters in the award dated 21-8-1991. The Tribunal in its award dated 21-8-91 issued a direction to the employers to provide employment to Rajendra Prasad considering his educational qualification and experience. The employer challenged the award in the Patna High Court, Ranchi Bench, Ranchi (now Jharkhand) and the Hon'ble Supreme Court as well taking all the issues as are being raised in the instant reference, but lost throughout. Later on, the Patna High Court, in a petition filed U/s. 17-B of the I.D. Act, 1947 by the workman, directed the employers to pay wages at Rs. 1000 (One thousand) per month. The employer provided employment to Rajendra Prasad as a Category-I on 22nd May, 1947 without considering his qualification and experience. He was paid only Rs. 26,000/- at the rate of Rs. 1000 per month for 26 months and wages for rest of the period remained due. NCWA-V came into force w.e.f. 1st July, 1991. The minimum wages for Cat. I Mazdoor was fixed @ Rs. 2138.70 p. per month. The NCWA-VI came into force w.e.f. 1-7-1996. The minimum wages for Cat. I Mazdoor was fixed @ Rs. 3689.23 p. per month. Rajendra Prasad, concerned workman, has been provided even Cat. I job as Mazdoor on 21-9-91 when the award became enforceable, he would have earned, the annual increment, the increased V. D.A., D.A., H.R.A., Bonus, CMPF etc. The total loss even for Cat. I Mazdoor since 21-9-91 till 21-5-97 comes to Rs. 1,36,497.78. But the management has not considered his past experience and qualification and not paid wages as per NCWA-V & VI. The Tribunal vide its award dated 21-8-91 directed the management to give employment within one month from the date of publication of the award on such terms and conditions as it may deem fit and proper, after considering his experience and qualification.

8. The management has examined MW-I- Ranjit Kr. Ghosh who has stated in cross-examination that the award which was passed earlier was supposed to be implemented by the higher authorities of the management. It is true that in the said award or the case in connection of which the award was passed, Barakar Engineering & Foundry works was the party. Again he stated at page 2- "I do not know whether in the present case at the instance of the workman any original document was called for from the management or not. I cannot say whether the said award became enforceable w.e.f. 29-10-91 or not and the concerned workman was not assigned any work and was not appointed. I do not recollect the exact date but with effect from the year 1997 the concerned workman in terms of Hon'ble Supreme Court's order was appointed and was assigned the work by the management. He stated as per the operative portion of the award the qualification and experience were to be taken into account by the management at the time of his appointment. I do not know whether the concerned workman passed his Matriculation examination in the year 1966 or not. I cannot say as to what was the reason behind the acceptance of job in Category-I by the concerned workman. I know that National Coal Wage Agreement from time to time have been in force. It is not correct that the concerned workman was not paid his wages as per NCWA-IV, V and VI. I am not in a position to say whether those who were working alongwith the concerned workman during the relevant period are presently in Technical & Supervisory Grade 'B'. It shows that the management has not considered his qualification and experience as per award dated 21-8-91 and is very calous attitude towards its workman. Moreover, MW-1 stated that the concerned workman was working at Barakar Engineering & Foundry Works, Nirsa from the year 1971 as Mazdoor and he was promoted as Welder/Asstt. Foreman. He stated that the concerned workman was appointed as Supervisor and he (concerned workman) was supervising their jobs. He stated that Rejendra Prasad was matriculate at that time. After passing of the award by the Tribunal, the concerned workman was appointed as General Mazdoor by the management without considering his experience and qualification even after the order passed by Hon'ble High Court and Hon'ble Supreme Court. It shows that the management has got no respect to follow the order of Hon'ble High Court and Hon'ble Supreme Court. This is very much surprising on the part of the management.

9. Documents which have been filed by the concerned workman shows that he was appointed by the management and pay slip has been filed which

shows that he was appointed as Helper and getting pay as Helper from July, 2002.

10. The management argued that the concerned workman is not entitled for any appointment. But this cannot be raised by the management which is resjudicata as per award passed by the Tribunal (Ext. W-1) & writ petition filed by the management (Ext. W-2) and again before Hon'ble Supreme Court as per Ext. W-3 which has been dismissed. The concerned workman has represented and given application as per Exts. W-4, W-5; W-8. Ext. 'X' shows that the concerned workman was working in Heavy Foundry Section of Oriental Coal Ltd. on Supervisory work since 1972 for which WW-I has supported. The matter was also raised before A.L.C. as per Ext. W-11.

11. In view of the discussions made above, I come to the conclusion that the concerned workman, Rajendra Prasad to be employed since 21-9-91 according to his experience and qualification as Supervisor with all consequential benefits.

12. Accordingly, I render the following award - the action of the management of Barakar Engineering and Foundry Works, Nirsa of M/s. E.C.L. in providing employment to Sri Rajendra Prasad as Cat. I Mazdoor considering his experience of past service and qualification in the light of award in Ref. No. 27/89 of CGIT No. 1 dated 21-8-91 is not proper. Hence, the concerned workman is entitled for employment in the Supervisory Grade w.e.f. 21-9-1991 with all consequential benefits. The management is directed to implement the award within 30 days from the date of publication of the award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 22 मई, 2009

का.आ. 1728 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. नेशनल एविएशन कम्पनी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या 1999 का 218) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-05-2009 को प्राप्त हुआ था।

[सं. एल-11012/54/99-आई आर (सी-1)]
स्नेह लता जवास, डेस्क अधिकारी

New Delhi, the 22nd May, 2009

S.O. 1728 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/218 of 1999) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in

the Industrial Dispute between the employers in relation to the management of M/s National Aviation Company of India Ltd. and their workman, which was received by the Central Government on 22-05-2009.

[No. L-11012/54/99-IR (C-I)]

SNEH LATA JAWAS, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present:

Shri A.A. Lad, Presiding Officer

Reference No. CGIT-2/218 of 1999

Employers in relation to the Management of National
Aviation Company of India Ltd.

The Managing Director,
National Aviation Co. of India Ltd.,
(NACIL), Air India Building,
Nariman Point, Mumbai 400 021.

1st Party

And

Their workman

Shri L.F. Colaco,
Juliet Villa, Lords Colony,
Malad, Mumbai 400 064.

... 2nd Party

APPEARANCES

For the Employer : M/s. M.V. Kini & Co., Advocates

For the Workmen : Ms. Kunda Samant, Advocate.

Date of reserving the Award : 17-11-2008.

Date of passing the Award : 16-4-2009.

AWARD PART II

The matrix of the facts as culled out from the proceedings are as under :

The Government of India, Ministry of Labour by its Order No. L-11012/54/99 (C-I) dated 26th November, 1999 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

“ Whether the action of the Management of Air India Ltd., Mumbai in dismissing the services of Mr. L.F. Colaco, Ex. Sr. Traffic Assistant w.e.f. 7-10-1997 is legal and justified? If not, what relief the workman concerned is entitled to?”

2. To support the subject-matter referred in the Statement of Claim is filed by the 2nd Party at Exhibit 6 making out the case that, the concerned workman was appointed as a Traffic Assistant by the Air India in 1977 and was confirmed in the year 1978. It is contended by the concerned workman that, he had unblemished record. He had bought a full fare economy ticket to travel to Singapore on AC-888 Ticket No. 014021038 3450. On 14th July, 1988 he had checked in at the counter with the baggage and proceeded for immigration and customs formalities and averred that, that day, he was suddenly intercepted by Customs Officer in security area and was taken into the room situated in the departure area and was forced to identify the “Accord Suit Case” and thereafter he was taken to another room where he was beaten mercilessly and was made to admit that, the said accord suit case which contained another bag inside as shown to him belonged to him and that his Passport, tickets were seized from him without any reason. It is pleaded that, workman was told by the Customs Officer that he was carrying six lakhs Indian Currency out of India, which he had refuted. However, those officers did not hear him and gave fist blows and when he was completely under their control he was shown an open bag which he was forced to admit as his own and that, the Customs Officers took out some keys which they claimed were from his pocket and tried to establish that the bag was opened with the help of those keys and that they pulled out a couple of bunches of currency notes from the said open suit case and forced him to write as per their dictation and on that count he was suspended on 14th July, 1988. He was arrested by the Police. It is averred that workman retracted all his statement got written under duress, on 5th September, 1988 and that he was charge sheeted by the Customs Authorities on 20th September, 1991 and that, the Additional Commissioner arbitrarily imposed a fine of Rs. 50,000 and against which he filed an appeal which is pending. It is contended that, he was charge sheeted in the Court of Additional Chief Metropolitan Magistrate, 3rd Court, Esplanade, Mumbai for the allegations as above and that, the Court acquitted him on 23rd August, 1996 for the offence under Section 135 (1) (a) Bearing Case No. 124/CW/90. It is contended meanwhile the Company revoked the suspension order on 27th August, 1991 and the workman joined the duty. It is averred that, Management Company issued him chargesheet on 1-12-1992 for alleged breach of law applicable to the establishment and acts subversive of discipline to which he gave explanation on 9th December, 1992. Company appointed Inquiry Committee and that the Committee held him guilty for the said

charges by the report dated 30th September, 1996. It is pleaded by the workman that, inquiry conducted against him was improper, against the principles of natural justice and the finding were perverse, one side ignoring material evidence and without considering the Judgment of the Court. It is pleaded that, workman was not given increments in his salary from 1-1-1991 till 30-3-1996, the Committee was not independent but delegated by the Company. It is averred the MSO (C) do not provide for constitution of inquiry committee but an independent inquiry officer and a Presenting Officer, the committee did not explain the conduct of proceeding. It is averred the workman was charged for misconduct under clause 14(5) (g) which states that, 'habitual breach of law' is applicable to the establishment and not 'breach of law' is mentioned in the charge sheet, thereby the Company had no authority of law to change the context of the clause, there was gross delay in issuance of the charge sheet and thereby workman was prejudiced. No signature of workman was obtained on the notes of evidence and that proceedings were adopted later on. It is averred workman was not given opportunity to cross-examine completely any witnesses and only two witnesses were examined by Management though previously declared to examine four witnesses. Workman's serial number in the manifest was 43 on the date of journey but every where it was shown as 47 and later on changed as 43, no evidence like bag, tag manifest were produced in the enquiry. It is averred that, the report of the enquiry committee was perverse. The punishment imposed is shockingly disproportionate. He had put 20 years of unblemished services. It is contended that, for all these reasons the inquiry vitiates.

3. Management- Company resisted that claim of the workman by filing Written Statement at Exhibit 7 contending that, the workman had planned to travel by Air Canada flight on 14th July, 1988 to Singapore against Air Canada Ticket and accordingly he had checked in one suit case as check in baggage at Air India Counter for the above flight. After flight check in and completing the immigration and custom formalities workman was waiting in the Security Area where he was asked to identify check- in baggage by the customs intelligence officer. It is contended that, workman was identified by Air Canada Staff and on being asked to identify his baggage, identified the "Accord" brand blue colour suit case with zip as his checked baggage and after tallying the tag on the suit case it was taken to the examination counter and the workman was questioned as to whether he was carrying any currency in the suit case to which he replied that it contained only personal belongings and not satisfied with that, he was asked to

open the suit case which he opened and after examining it was found contained one maroon coloured suit case and personal belonging and on opening the maroon colour suit case it was found that it contained Indian Currency to the tune of Rs. 6 lacs packed in news paper bundle in addition to USD 50 and SIN \$ 77 which were seized along with documents under panchnama. It is averred workman admitted that, he had made trips to Singapore on three occasions earlier and that he had brought gold into India and that, he had made profits by selling this gold illegally in the Indian market and that he was carrying the said six lakhs to Singapore to bring gold into India. It is contended that the alleged act committed by him for carrying illegal Indian currency out of India, misusing the Air Canada facilities as well as interline passage facility and smuggling gold with a view to take pecuniary advantage amounts to serious 'misconduct' and therefore, he was suspended which was subsequently revoked and that workman was charge sheeted under clause 14 (3) (g) and 14 (3) (h) of the Model Standing Orders (Central). It is pleaded that workman was given sufficient opportunity and that his defence counsel cross-examined the management witnesses and that on the basis of the record, evidence and confession, committee held him guilty and thereafter by the show-cause notice dated 14-5-1997 the Disciplinary Authority imposed punishment of dismissal. It is contended that, degree of proof required in a criminal trial is not required in departmental inquiry and the findings of the inquiry committee is based on the preponderance of probabilities. In the circumstances the inquiry committee in that context, imposed the punishment. It is contended that, findings based on record are not perverse. Consequently it is contended that inquiry was conducted as per the principles of natural justice and prayer to dismiss the claim of the workman in limine.

4. 2nd Party filed rejoinder at Exhibit 8 contending that, he had purchased ticket from Air Canada as a regular passenger and that, he was forced to admit the currency of six lakhs was belonging to him, it was under duress and that the confession was not voluntary. The workman reiterating the recitals in the Statement of Claim denied the contentions in the written statement.

5. In view of the above pleadings my Ld. Predecessor framed Issues at Exhibit 11 treating issue of enquiry and perversity of findings as preliminary Issues. Award I was passed on 11-9-2002 holding enquiry fair and proper and finding not perverse.

6. As a result of that, now following Issues remain

which are taken for consideration at this stage which I answer the said as under:

ISSUES	FINDING
3. Whether the action of the management of Air India Limited, Mumbai in dismissing the services of workman Mr. L.F. Colaco is legal and justified ?	Yes
4. If not, what relief the workman concerned is arise, entitled ?	Does not No relief

REASONS :

ISSUE NO. 3 :

7. This is the second round of litigation on the present proceedings. Initially this Tribunal while passing Part I Award observed, enquiry fair and proper and finding not preverse. Said was challenged where Hon'ble High Court by an order dated 15-9-2003 in the Writ Petition No. 2039 of 2003 stayed the proceedings in this Reference, pending before this Tribunal, till the disposal of the said Writ Petition. Then Hon'ble High Court disposed off the said Writ Petition No. 2039 of 2003 and permitted this Tribunal to proceed with the reference. Thereafter, 2nd Party filed his affidavit at Exhibit 46 in lieu of his examination in chief, making out the story in what way he was arrested, how he was prosecuted and what was the order passed in the enquiry conducted by the Disciplinary authorities and Customs authorities and his acquittal by the Additional Chief Metropolitan Magistrate for the offences punishable under the Customs Act, 1962. In the cross he admits that, he has given reasons in his affidavit as to why he was terminated and on that, he filed his closing purshis at Exhibit 47. Against that, 1st Party led evidence by filing affidavit of its witness Damian Jack Fernandes; at Exhibit 48, in lieu of his examination-in-chief where he states, how 2nd Party was prosecuted and how punishment of dismissal was inflicted on the 2nd Party and how it is just and proper one. He states that, he has no personal knowledge about the 2nd Party nor he has any idea about the case proceeded against him. He states that, the punishment of dismissal was not harsh one.

8. 2nd Party submitted written arguments at Exhibit 54 with some citations which were replied by 1st Party by filing written arguments at exhibit 57 with some citations.

9. Here charge of carrying Indian currency out of India worth Rs. 6 lakhs without permission of the

Reserve Bank of India was levelled against the concerned workman. Charge of misconduct was levelled against him. It is alleged that, he was arrested and an amount of Rs. 6 lakhs was recovered from him which was seized by the Customs Authorities after recovery of the same from his custody by writing Panchnama. He was prosecuted before the Additional Chief Metropolitan Magistrate, 3rd Court, Bombay, who acquitted him observing that, the currency allegedly recovered and seized from him has not been produced and the suit case or brief-case in which the alleged currency was found has also not been produced before the Court and proved. Non-production of incriminating articles resulted in the acquittal attracting the benefit of doubt to the concerned workman and in that the concerned workman was acquitted by the Additional Chief Metropolitan Magistrate. The Additional Chief Metropolitan Magistrate, 3rd Court, Bombay, relying on the evidence led before him observed :

"to sum up the evidence against the accused consisting of the oral testimony of P.W. No. 2 and to a certain extent of P.W. No. 1, which is not supported by any independent evidence. The incriminating articles which would have advanced the prosecution case and which had been seized for the purpose of production in the Court, have not been produced. In these circumstances, it would be unsafe to convict the accused."

10. So by these observations of the Court, 2nd Party was acquitted and not acquitted honourably as stated by him in this case. The observations referred above reveal that, since incriminating articles which would have advanced the prosecution case and which had been seized for the purpose of production in the Court were not produced and so the Court concluded that it will not be safe to convict the accused.

11. Besides admittedly 2nd Party was working with the 1st Party and while travelling to Singapore, it is alleged that, he carried that cash Rs. 6,00,000 to bring golden bar which was against the Rules of the Customs authorities. Since charge of misconduct was levelled against the concerned workman, which was proved in the domestic enquiry, case of the 1st Party is that, punishment awarded to 2nd Party need not be disturbed. For that 1st Party placed reliance on the citation published in 2005 (I) CLR page 533 where Apex Court while deciding the case of Bharat Forge Vs Uttam Manohar Nakate observed that, when in enquiry it is observed that, alleged misconduct is proved in that case it is not proper to disturb the punishment inflicted by the Disciplinary Authority. Besides 1st Party also

placed reliance on the citation published in 2006 (3) SCC page 276 in the case of State of U.P. V/s Shero Shankarlal Srivastava & ors. and citation published in 2006 (1) SCC page 430 in case of Hombe Gowda Educational Trust and anr. Vs State of Karnataka and ors. where it is observed by Apex Court that, where no reasonable person would inflict such a punishment or when relevant facts which would have a direct bearing on the question have not been taken into consideration then in that case, it cannot be called as a discretionary jurisdiction. Here charge of taking Indian currency out of India without permission of Reserve Bank of India was levelled against the concerned workman. According to 1st Party said amount was seized by the Customs Officer from the personal of the concerned workman. Even Customs authorities penalized him Rs. 50,000 which was reduced, in appeal, to Rs. 5,000. Even record and proceedings reveal that, the concerned workman was prosecuted against the said offence in the Criminal Court. As stated above, since the charges were not proved against the concerned workman, the Ld. Magistrate acquitted the accused i.e. concerned workman, it does not mean that, said thing did not happen in the life of the concerned workman. All this reveals that, charge of carrying Indian currency of Rs. 6 lakhs out of India was levelled against the concerned workman which is not a simple charge which can be easily ignored by anybody. Besides in the affidavit 2nd Party repeated all the things about the enquiry and my Ld. Predecessor while passing Part I Award has observed finding not perverse. He also observed that, enquiry was fair and proper. So also he discussed how this enquiry concluded and discussed how charges were proved against the concerned workman. On that finding I cannot go into the finding i.e. on the point of the Enquiry i.e. on the point of fairness of the enquiry and finding which is already decided by my Ld. Predecessor.

12. Before me is the question of quantum of punishment inflicted upon the concerned workman. As stated above charge of carrying Indian currency out of India worth Rs. 6 lakhs without the permission of Reserve Bank of India is levelled against the concerned workman. Record and proceedings reveal that, he was found with these articles. Even it reveals that, said articles were recovered from him by drawing Panchnama. Then Customs authorities penalized him by awarding penalty of Rs. 50,000 which was reduced to Rs. 5,000. Said penalty appears remain final. Besides it is not explained as to how he was victimized by the 1st Party? Whether it is easy to plant Rs. 6,00,000 to involve

Second Party. Beside question arises who involved him? From where said amount of Rs. 6 lakhs has come? Question will be who will manage such a big amount and there is another question who will invested that amount to involve him in the case? It is not explained as to why he was involved in such a bogus case? No reason or probability is given by the 2nd Party as to why said plot was prepared against him.

13. 2nd Party made much capital about his previous record. As far as his case is concerned, said previous record is not only ground to use against the charges proved against the concerned workman. Besides number of judgments are referred by his Advocate including citation published in 2008 II CLR page 909 in the case of Union of India and ors Vs Naman Singh Sekhawat which is on the point of fairness of enquiry and on the principles of natural justice while holding enquiry. He also referred citation published in 2008 (II) CLR page 836 of Andhra Pradesh High Court in the case of P. Chandras V/s Presiding Officer, Labour Court II, Hyderabad, and ors. on the point of lack of evidence while observing charges levelled against him as proved. All these case laws are not applicable at this stage and are not on the appropriate stage. My Ld. Predecessor found enquiry fair and finding not perverse and now again said question is raised by the Second Party by these rulings.

14. As stated above charges levelled against him of misconduct is of a very serious nature. Record and proceedings reveal that, concerned workman was found carrying Rs. 6 lakhs in Indian currency out of India. If we consider all this coupled with the case made out by both, I conclude that, the punishment of awarding punishment of dismissal in that premises appears just and proper on the basis of the findings of the Enquiry Officer observing that, the charges levelled against the concerned workman of misconduct were proved in the enquiry. Here I do not find any reason to differ from it. So I answer the above issues to that effect and conclude that punishment of dismissal is just and proper and pass the following order:

ORDER

Reference is rejected
With no order as to its costs.

A.A. LAD, Presiding Officer

Bombay,
16th April, 2009

नई दिल्ली, 22 मई, 2009

का.आ. 1729.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार एवं डब्ल्यू. सी. एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/99/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/311/2000-आईआर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd May, 2009

S.O. 1729.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/99/2001) of the Central Government Industrial Tribunal -cum- Labour Court Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 22-5-2009.

[No. L-22012/311/2000-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/99/2001

Presiding Officer : Shri Mohd. Shakir Hasan

The General Secretary,
M.P.K.K.M.P. (HMS),
P. O. Junnardeo
Distt. Chhindwara (MP)

....Workman/Union

Versus

The General Manager,
WCL, Kanhan Area,
P. O. Dungaria,
Distt. Chhindwara (MP)

.....Management

AWARD

Passed on this 15th day of May-2009

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/311/2000-IR(C-II) dated 30-5-2001 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of Kanhan Area Hospital of WCL, Kanhan Area, PO

Dungaria, Distt. Chhindwara (MP) in not promoting Smt.Chandra Sareyam, Mid-Wife in Grade “C” T&S from the year 1983 and T&S Gr.“B” from the year 1988 is legal and justified? If not, what relief Smt.Chandra Sareyam is entitled to?”

2. The workman/Union did not appear inspite of proper service of the notice. Lastly the case was proceeded exparte against the workman/Union on 16-2-06.

3. The case of the Management in short is that the workman has disputed for promotion to the post of Mid-Wife T&S Grade “C” from the year 1983 and T&S Gr.“B” from the year 1988. It is stated that the dispute is raised after about 13 years and is at a belated stage.

4. The further case of the Management is that the wage structure and other conditions of the services of the employees working in Coal Industries are governed under the recommendation of Central Wage Board for the Coal Mining Ministry acceptable to the Government of India. It is stated that there is National Coal Wage Agreement applicable to the employees and there is a joint committee for the Coal Industry for its implementation. The Promotional Policy Committee under the said agreement finalizing the cadre scheme/promotional rules for all the category.

5. The further case is that the workman Smt. Chandra Sareyam, Staff nurse was entered into the service as Mid-Wife on 26-3-1979. She was given promotion in the Grade “C” w.e.f. 14-2-87 and in the Grade “B” w.e.f. 10-2-2004 but the National seniority was given to her w.e.f. 01-02-1994. It is stated that Smt. Sareyam having not “A” grade Nursing Diploma or Certificate from the recognized Institution was appointed and absorbed as Mid-Wife and she could not be given the job of Staff Nurse whereas others, who were taken in the job as Staff Nurse, had required Diploma/Certificate. It is stated that the Mid-wife was unfit to be promoted on the job of Staff-Nurse without requisite qualification in the light of Implementation Instruction No.41. It is submitted that when she acquired required qualification, she was accordingly promoted on the job of Staff-Nurse as has been stated above. On these grounds, the applicant/workman is not entitled to any relief.

6. In order to prove the case, the management has adduced only oral evidence. M.W.I D.K.Goswami is Dy. Chief Personal Manager in Western Coalfields Ltd., Kanhan Area. He has supported the case of Management. He has stated that there is National Coal Wage Agreement for implementation of agreement and Promotion Policy etc. He has stated that the Promotion Policy Committee finalise the cadre scheme/Promotional

Rules for all the category. In case of Smt. Sareyam, she was initially absorbed as Mid-wife on 26-3-79 as she was not possessing Diploma/Certificate in Nursing from recognized Institution. Subsequently she was given promotion in Grade-"C" and Grade-"B" w.e.f. 14-2-87 and 10-2-94 respectively. There is nothing on the record to rebut the evidence of this witness that at the time of first appointment, she had requisite qualification and had Diploma in Nursing from Recognised Institution. In absence of other evidence, the evidence of the management is to be accepted.

7. Considering the evidence on record, the award is passed exparte in favour of the management and against the workman without costs.

8. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer
नई दिल्ली, 22 मई, 2009

का.आ. 1730.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/195/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/370/1995-आईआर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd May, 2009

S.O. 1730.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/195/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 22-5-2009.

[No. L-22012/370/1995-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/195/98

Presiding Officer : Shri Mohd. Shakir Hasan

The President,
Bhartiya Khadya Nigam Mazdoor Sangh,
H. No. 16, Chawani, Mamanpura,
Kali Dhoban Ki Gali,

Bhopal

....Workman/Union

Versus

Sr. Regional Manager,
Food Corporation of India,
Chetak Building, Zone-II,
M.P. Nagar, Habibganj,
Bhopal

.....Management

AWARD

Passed on this 15th day of May, 2009

1. The Government of India, Ministry of Labour vide its Notification No.L-22012/370/95-IR(C-II) dated 19-8-98 has referred the following dispute for adjudication by this tribunal :—

“Whether termination of employment of workers listed at Annexure by the management of FCI was legal and justified? If not, to what relief are they entitled and from which date?”

2. The case of the Union/applicant in short is that the Union earlier raised an Industrial Dispute with regard to the workmen as has been referred alongwith reference before ALC (C), Bhopal which ultimately the Appropriate Government has declined to refer the same. The Union then filed a Writ Petition No. 2974/97 before the Hon'ble High Court which was allowed and the Appropriate Government was directed to make a reference.

3. The further case is that the said workmen though shown to be a contract labour, infact were doing the job of perennial nature/permanent nature of loading, unloading of foodgrains in Railway site and FCI Godown site etc. continuously since 1975 to 1989 when suddenly their services were terminated by the management. It is stated that the said workmen were shown as working under Abdul Haffiz, contractor but infact the officers of the Management used to supervise the workmen and used to take disciplinary action against them. It is alleged that the management had not complied the mandatory provision of Sec-25-F of the LD Act before terminating these workmen. It is stated that the job, which these workmen were doing, are still available with management and knowingly they have been deprived the right of regularisation. On these grounds, it is submitted that the termination of the employment of the workmen listed in Annexure by the Management of F.C.I. was illegal and not justified and the Management be directed to reinstate all the concerned workmen to service with all consequential benefits from the date of their termination.

4. The Management/Non-applicant also appeared and filed Written Statement. The case of the management, inter-alia, is that the Food Corporation of India (here-in-after referred as F.C.I) is a statutory

corporation formed under Food Corporation Act, 1964. It has to act on the directions and instructions issued by the Central Government from time to time. It is stated that the FCI normally appoints handling and Transport Contractors at various depots including Chhola Depot of FCI, Bhopal. The said contractors used to engage labourer from open market and there was no control over such labourers engaged by the contractors. It is stated that the FCI used to give remuneration to the contractors on the basis of the quantum of work done and agreed schedule rates per bag. The alleged workmen were never appointed by the FCI and therefore there was no relationship of employer and employees between the parties at any point of time.

5. The further case is that there is a Union namely Food Corporation of India Workers Union (hereinafter referred as FCIWU) which is registered and representative Union. It is stated that on repeated demand by the Union to implement Mate system, an agreement arrived at between the said Union and the management on 26-9-1989. On the basis of the agreement between the management and the Union, the powers were vested with the Union to nominate few persons as mates out of the workers working under the contractors for each depots. Lastly the General Secretary of FCIWU nominated 9 workers as mates for Food Storage Depot, Chhola, Bhopal vide letter dated 14-2-1990. The said mates in turn executed agreements dated 1-3-90 and 13-6-90 with the District Manager of Chhola Food Storage Depot and carried out the work as per the agreement. It is stated that in the year 1989, contract system were prevailing and all these workmen were working under Shri Abdul Hafeez, contractor. It is stated that these workmen had left the work of the contractor in the year 1989 and therefore the question of working of these employees either on perennial nature or permanent nature does not arise. It is also stated that the said issue is also raised at a very belated stage. It is stated that the question of complying the provision of Sec-25-F of I.D. Act does not arise as there is no relationship of employer and employees. It is stated that the vacancies of the labourers are filled strictly in accordance with the rules and regulations prevailing in FCI. On these grounds, it is submitted that the workmen are not entitled to any relief.

6. The Union/workmen did not appear subsequently inspite of notice and therefore ex parte proceeding was started against the Union/workmen on 3-6-08.

7. The Management/Non-applicant adduced oral as well as documentary evidence in the case. MW -1 Jag Prasad is presently Area Manager, FCI, Distt. Office, MP Nagar, Zone II, Bhopal. He has supported the case of the Management. He has stated that the dispute was referred by the Ministry to the Tribunal for adjudication

which is marked as Exhibit M -1. He has supported this fact. That the contract system was prevailing in Food Storage Depot, Chhola, Bhopal and the labourers were brought by the contractors from open market. He has further stated that the remuneration was paid by the non-applicant to the contractors on the basis of quantum of work done and also on agreed schedule of rates per bag. His evidence shows that the workmen were not employed by the management rather they were employed by the contractor. His evidence further shows that on repeated demand by the Union, mate system was introduced and an agreement dated 26-9-89 was arrived between the parties which is marked as M/2. His evidence further shows that the General Secretary of the Union vide his letter dated 14-2-90 nominated 9 workers as mate for Food Storage Depot, Chhola. The said letter is marked as M/3 and the said mates executed agreements with the District Manager, Chhola on 1-3-90 and 13-6-90. The agreements are marked as M/4 and M/5. He has stated that the Union has admitted that the services of these workmen were terminated in the year 1989 when no mate system was introduced. There is no other evidence to rebut the evidence of the management. The Union has also not adduced any evidence in support of the case. The evidence of the management shows that there was no relationship of employer and employees between the parties, as such the question of termination of the employment of the workers listed at annexure does not arise.

8. In the result, the award is passed ex parte in favour of the Non-applicant/Management and against the Applicant/Union with costs.

9. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 22 मई, 2009

का.आ. 1731.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं नेशनल बिल्डिंग कन्स्ट्रक्शन कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी/ 2/37/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-2009 को प्राप्त हुआ था।

[सं. एल-42012/218/2002-आईआर (सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 22nd May, 2009

S.O. 1731.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/2/37 of 2003) of the Central Government Industrial Tribunal-

cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the management of National Building Construction Corporation Ltd., and their workman, received by the Central Government on 22-5-2009.

[No. L-42012/218/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : A. A. Lad, Presiding Officer

Reference No. CGIT-2/37 of 2003

Employers in Relation to the
Management of National Building
Construction Corporation Ltd.
The Director,
National Building Construction
Corpn. Ltd.,
406, Arun Chambers,
Tardeo Main Road,
Mumbai-400034

....First Party

V/s.

Their Workman
Sh. Suresh Kumar Mewada,
NBCC Colony, Bhavara,
Near Salt Office,
Uran, Distt. Raigad

.....Second Party

APPEARANCE

For the Employer : Mr. A. K. Singh, Advocate

For the Workmen : Mr. V. V. Menon, Advocate

Date of reserving the Award : 14-10-2008

Date of passing the Award : 15-4-2009

AWARD

1. The Government of India, Ministry of Labour by its Order No. L-42012/218/2002-IR (CM II) dated 11th July 2003 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s. National Building Construction Company Ltd., Mumbai in terminating the services of Sh. Suresh Kumar Mewada, orally w.e.f. 25-8-1998 is legal and justified? If not, what relief he is entitled to?”

2. To support the subject matter involved in the reference, 2nd Party filed Statement of Claim- at Exhibit 6 stating and contending that, he joined 1st Party as Office Boy from 6th June, 1983 on daily wages basis.

He was drawing his last daily wages @ Rs.27.60 per day. He worked continuously for about five years from 1983 and has completed 240 days with 1st Party. According to 2nd Party, as a result of that, he has become permanent employee of the 1st Party and seek protection of the provisions of the Industrial Disputes Act, 1947. However, while retrenching the 2nd Party by letter dated 25th August, 1988 no legal dues nor notice pay was given nor retrenchment compensation offered. He complained to the Labour Commissioner and approached the State Labour Commissioner. State Labour Commissioner decided that “State Government” is not the appropriate Government but it is the “Central Government”. So he approached Labour Commissioner (Central) who sent his failure report. According to 2nd Party the decision taken by 1st Party is bad in law. So he pray to set aside the same with directions to 1st Party to reinstate him with benefits of back wages and continuity of service.

3. This is disputed by 1st Party by filing reply at Exhibit 8 making out the case that, the 2nd Party was appointed on daily basis that too on temporary basis at the contract project and the said contract has come to an end. It is also contended by the 1st Party that, the concerned workman was not a permanent employee appointed on permanent establishment of 1st Party and was appointed on daily wages and is not entitled for continuation in employment with 1st Party. Even he was asked to collect his dues which he did not collect and did not turn up. It is denied that, he was appointed on permanent basis in a clear vacancy with the 1st Party. It is stated that, while retrenching him he was informed that, contract work on which he was appointed was no more and there is no option with the 1st Party but to ask him to go. It is denied by the 1st Party that, he worked continuously for five years. It is stated that, the prayer prayed by the 2nd Party to reinstate him with benefits of back wages be rejected.

4. In view of the above pleadings following issues were framed at Exhibit 17 which I answer as under:

ISSUES	FINDINGS
1. Whether employer-employee relationship is established?	No
2. Is 2nd Party entitled for protection?	No
3. What relief 2nd Party is entitled to get?	Does not arise.
4. What Order?	As per Order passed below.

REASONS

ISSUES NOS. 1 TO 3:

5. By this Reference, 2nd Party claims that, he is a permanent employee of the 1st Party. He served with

1st Party are more than 240 days and it cannot terminate him like this since he worked for five years continuously. According to him when he was retrenched neither retrenchment compensation was given to him nor legal notice. Whereas case of the 1st Party is that, he was never appointed in permanent vacancy by the 1st Party. There is no employer-employee relationship between the parties. Since he did not work continuously for 5 years and 240 days in each calendar year he is not entitled for any legal dues nor for legal notice and attract such provisions of Industrial Disputes Act, since it is not applicable in this case.

6. 2nd Party filed his affidavit, in lieu of his examination-in-chief at Exhibit 19 making out the case as stated in the statement of claim regarding his working with 1st Party from 6-6-1983 on daily wages and his daily wages @ Rs.27.60 per day. He also states that, he worked continuously for 240 days in a calendar year. He also states that, in 1988 he stated getting acute pain in lungs. He was admitted in the hospital. He was under treatment and after discharge he reported on duty. He further claims that he worked for some time and then he was retrenched by notice dated 25th August, 1988. In the cross he admits that, he was serving as a Peon in Accounts section and no appointment letter was issued to him by the 1st Party. He also admits that, there was no agreement nor any contract took place between him and 1st Party regarding his employment. He states that, the project on which he was working still subsists. He states that, the retrenchment letter was given to him by Mechanical Engineer. He denies that, he was retrenched since work was not available. He states that, he worked at Tardeo office. He states that, he did not work anywhere after his termination i.e. from 25-8-1988. He further states that, his wife is running a shop and he is helping her in running the said shop and earning about Rs. 35,000 to 40,000 per year. He states that, he is staying in a Company's house in Uran. He, his wife and 2 sons are with him. He states that, 1st Party is doing work of construction of roads, buildings etc. Then Management filed affidavit of its witness Shnihani Vishnu Sane, at Exhibit 23, in lieu of his examination in chief in which he states that, 2nd Party was appointed by 1st Party purely on temporary basis and on contract project work. He states that, he was appointed on daily wages. In the cross he states that, he was not in Bombay at that time. He also admits that, he has no personal knowledge about working of 2nd Party and his relations with 1st Party. He admits that, Company is still in existence having its office at Tardeo. He states that, 10-15 persons are working at Tardeo office.

(7) Written arguments are submitted by 2nd Party at Exhibit 25 which are replied by 1st Party by making

oral submissions.

(8) Here, 2nd Party is admitting that, no appointment letter was issued to him by 1st Party. He also admits that, he was working on daily wages basis. He also states that, he was admitted in the hospital on account of pain in lungs in June, 1988. Then he states that, he joined 1st Party after discharge from the hospital on 6th August, 1988. As far as his hospitalization and discharge from the hospital is concerned, no evidence is produced by him to show that he intimated the 1st Party about that and 1st Party was aware of his admission in the hospital and treatment taken by him. Even he has not produced any evidence to show that, his absence was regularised by the Party to show that, 1st Party was his direct employer. When 2nd Party was working on daily wages as per his own case and when he himself has admitted in the hospital on his own there is no any order of 1st Party regarding leave granted during his treatment. In that premises question arise, whether this employee can be treated as employee of the 1st Party ?

(9) Here 2nd Party was supposed to establish his relations with the 1st Party when 1st Party is saying that, he was not its regular employer and no appointment letter was given, which fact is admitted by the 2nd Party? Even other characters of the regular employee are not observed in case of 2nd Party by 1st Party. No evidence is led by 2nd Party to show that, he was treated by 1st Party as its employee. Beside no evidence is lead to show that, he completed 240 days in each calendar year. He only states that, he joined 1st Party in 1983 and worked till 25-8-1988. Whether it means that, he worked continuously without any leave or break ? No case is made out to that effect.

(10) Then about his reporting on duty, after discharge from hospital he states that, he worked for some days. It is not mentioned for how much time he worked after getting discharge from Hospital? Even in para-7 of his statement of claim he states like that. However, it is not stated for how many days he was in the hospital? According to his own case, he was discharged from the hospital on 6-8-1988. and as per his own case he was retrenched from 25-8-1988. In fact he has produced a certificate where 1st Party has stated that, since work is not available with 1st Party he was retrenched. Even by the said notice he was asked to collect his dues. As far as the offer made in the said notice by the 1st Party is concerned, nothing is stated by 2nd Party that, he approached the 1st Party and tried to collect the dues but were not paid. Even it is not his case that, he is entitled for protection being an employee of the 1st Party. Here when 1st Party does not admit its relations with the 2nd Party and when 1st Party

states that, he was purely a temporary employee and he was not appointed on clear vacancy burden is on 2nd Party to establish that he is the employee of the 1st Party. When he was not appointed in clear vacancy and when he was not permanent employee against which nothing is shown by 2nd Party, I come to the conclusion that, 2nd Party is not a permanent employee of the 1st Party and there is no employer-employee relations between them. When there are no relations of employer-employee between the parties in my considered view provisions of Industrial Disputes Act, 1947 does not apply in case of 2nd Party. When he is not a permanent employee 1st Party is not supposed to give legal notice or supposed to offer retrenchment compensation as expected under Industrial Disputes Act, 1947.

(11) The nature of work attended by the 1st Party is of construction of roads and buildings. We know that, when such work is completed from site the employer has to close its activities from that site and has to move to new locations where work is available. So nature of work itself is not of permanent nature and cannot be stated that, it is of perennial nature. Besides it is not shown, how he can get protection in these premises? When 2nd Party is not sure about his own case and has not made out its case on that point, in my considered view, the prayer prayed by the 2nd Party to reinstate him and give other pecuniary benefits does not arise. So I answer the above points to that effect.

(12) In the pleading of the 2nd Party, more precisely in Statement of Claim filed at Exhibit 6 2nd Party reproduced the order of Reference referring date of termination '25-8-1988' though actually in the original Reference date of termination is referred '25-8-1998'. Besides in para-5 of the Statement of the Claim Statement as well as in paras-6 and 7 he talks about termination dated 25-8-1988 and not of 25-8-1998. Besides in para-13 and 14 he request to set aside termination dated 25-8-1988 and pray consequential benefits. All this reveals that, he is referring termination dated 25-8-1988 and not 25-8-1998 as referred in the Schedule. Besides in the copy of the Schedule which is filed at Exhibit "A" with Claim Statement, 2nd Party has corrected date of termination as 25-8-1988 from 25-8-1998 without any body's notice. In fact 2nd Party ought to have brought that fact to the notice of this Tribunal and on that basis this Tribunal ought to have referred the date of termination as 25-8-1988 to Labour Ministry, Government of India and more precisely to the Desk Officer who made the reference of termination dated 25-8-1998. However, 2nd Party prayed to set aside the termination dated 25-8-1988 and led evidence accordingly. I feel now there is no point in discussing about date of termination whether it is either of

25-8-1988 or of 25-8-1998? Besides both parties accepted the date of termination dated 25-8-1988 and led evidence treating termination as 25-8-1988. So treating termination as 25-8-1988 this reference is decided. Hence, the order :

ORDER

Reference is rejected
with no order as to its costs.

Bombay,
15th April, 2009

A. A. LAD, Presiding Officer

नई दिल्ली, 26 मई, 2009

का.आ. 1732. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू इंडिया एसोरेन्स कंपनी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / हैदराबाद के पंचाट (संघर्ष संख्या 19/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-17012/9/2004-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2009

S.O. 1732. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure, in the Industrial Dispute between the the management of New India Assurance Company and their workman, which was received by the Central Government on 26-5-2009.

[No. L-17012/9/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Ved Prakash Gaur, Presiding Officer

Dated the 2nd day of February, 2009

Industrial Dispute No. 19/2005

BETWEEN

Sri T.H.V. V. Satyanarayana,
S/o Sri Raja Rao,
C/o M. Syam, D. No. 20-6-126/4/A,
Ramalingeswara Pet, 4th Lane,
Chittavari Street,
Vijayawada

....Petitioner

AND

The Divisional Manager,
The New India Assurance Company Ltd.,
Divisional Office, 1st Floor,
Sudarshana Complex,
M.G. Road, Labbipet,
Vijayawada.

....Respondent

APPEARANCES

For the Petitioner : M/s C. Vijaya Shekar Reddy and
S. Vijay Venkatesh, Advocates

For the Respondent : M/s Vedula Srinivas and G.V.L.N.
Murthy, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-17012/9/2004-IR (B.I) dated 30-7-2004 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of The New India Assurance Company Ltd., and their workman. The reference is,

SCHEDULE

“Whether the action of the management of The New India Assurance Company Ltd., Vijayawada in terminating the services of Sri. T.H.V.V. Satyanaryana Ex-employee is justified? If not, what relief the applicant is entitled to?”

The reference is numbered in this Tribunal as I.D. No. 19/2005 and notices issued to the parties.

2. Petitioner filed his claim statement stating that he has joined the Respondent management as a sub-staff on 20-11-98 in Branch-2, Vijayawada. He worked continuously till his termination in July, 2002. Hence, he prays for reinstatement with all consequential benefits.

3. Respondent filed counter denying the averments made in the claim statement. It is submitted that the Petitioner was only a part time casual and need based worker who was paid on hourly basis at weekly intervals, as such, the petition be dismissed.

4. Parties were asked to adduce their respective evidences. On 2-2-2009, both parties called absent, the case is fixed for filing of workman's evidence. There is no adjournment application as well. Order sheet transpires that petitioner is not attending to this case for more than three years as such, his evidence is closed. Hence, a Nil Award is passed in absence of evidence. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 2nd day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

APPENDIX OF EVIDENCE

Witnesses examined for the Petitioner

NIL.

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 26 मई, 2009

का.आ. 1733.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1 चंडीगढ़ के पंचाट (संदर्भ संख्या 120ए/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12025/2/2009-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2009

S.O. 1733.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 120A/1991) of the Central Government Industrial Tribunal-cum-Labour-Court, -1 Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 26-5-2009.

[No. L-12025/2/2009-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH

CASE I.D. NO : 120A/1991 and ID 249/99

Registered on : 25-9-1991

Date of Decision : 18-5-2009

Madan Mohan Sethi,
159, Lakhi Bagh,
Dehradun

....Applicant

Versus

Assistant General Manager,
State Bank of India,

Region No. 1, Zonal Office,
Dehradun

...Respondent

APPEARANCES

For the Workman Workman in person.

For the Management Smt. Rekha Curian,
Law Officer

AWARD

On application moved by the workman under Section 33-A of Industrial Disputes Act, this case was registered under the order of this Tribunal. The application moved by the workman reveals that while pending an Industrial Dispute before this Tribunal numbered as I.D. No. 99 of 1990, the workman was dismissed from the services on the basis of another departmental enquiry on some charges of theft by the prescribed authority of the Management of the Bank.

The Management of the bank objected the application that on the basis of a fair and proper enquiry and after affording full opportunity of being heard a show cause notice was issued to the workman and the workman was dismissed from the services by disciplinary authority on a separate charge of theft which have no concern and nexus with the matter in question in I.D. No.99 of 1990. It was contended by the Management of the Bank that he has moved an application under Section 33(2)(b) for approval of the punishment awarded to the workman.

That application was separately registered by Tribunal as Miscellaneous Case No.249 of 1999. Common questions of law and facts are involved in I.D. No. 120-A of 1991 and Miscellaneous Case No.249 of 1999. Both the cases are hereby disposed of by this order. The main question for determination for adjudication of both of these cases is whether the Management of Bank has not complied with the proviso to Section 33(2) on awarding the punishment of dismissal of the workman from the services of the Bank.

I have heard the parties in detail. Numerous case laws have been filed by both of the parties. I have gone through the entire material on record and the case laws referred and relied upon by both of the parties. I am not mentioning all the case laws referred to by both of the parties to prevent this order to be luminous. I am relying the latest and relevant case laws in which the law relating to the proceedings under Section 33(2) has been laid down.

Section 33(2) protects the interest of the workman from dismissal/discharging from services during the Pendency of any dispute before any Tribunal or court. Section 33(2) reads as under:-

"(2) During the Pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with standing orders applicable to a workman concerned in such dispute or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman.

- (a) Alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or
- (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, that workman :

Provided that none such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

The essential conditions which are to be complied with by the Management under proviso to Section 33(2) are as follows :-

1. There has been dismissal or discharge of the workman,
2. The workman has been paid one month's wages; and the employer has made an application for approval of his action to the authority concerned.

Regarding the nature of proceedings under proviso to section 33(2), Supreme Court of India in Straw Board Manufacturing Company Limited Versus Gobind 1978(2) SCC-144 has held as under :

"The proviso to Section 33(2)(b) contemplates the three things mentioned therein namely: (I) dismissal or discharge; (II) payment of wages, and (III) making of an application for approval, to be simultaneous and to be part of the same transaction so that the employer when it takes the action under Section 33 (2)(b) by dismissing or discharging an employee, should immediately pay him or offered to pay him wages for one month and also make an application to the Tribunal for approval at the same time."

It was further held by the Supreme Court that

"The employer's conduct should show that the three things contemplated under the proviso, are part of same transaction; and the question whether the application was made as part of the same transaction or at the same time when action was taken would be a question of fact and still depends upon the circumstance of each case."

In Tata Iron and Steel Company Ltd., Versus S.N.Modak, IAR-1966-SC-380, the Supreme Court held as under:

"It is now well settled that the requirements of the proviso have to be specified by the employer on the basis that they form part of the same transaction, and stated generally, the employer must either pay or offer the salary for one month to the employee before passing an order of discharge or dismissal, and must apply to the specified

authority for approval of his action at the same time, or within such reasonable short time thereafter as to form part of same transaction."

It is also settled law that if an approval is granted, it takes effect from the day of the order passed by the employer for which approval was sought. If an approval is not granted, the order of dismissal or discharge passed by the employer is wholly invalid or inoperative and the employee can legitimately claim to continue to be in the employment of the employer notwithstanding the order passed by any authority in dismissing or discharging him. In other words, approval by the prescribed authority makes the order of discharge or dismissal effective; in the absence of approval, such an order is invalid and inoperative in law.

No doubt in *Punjab Beverages Private Ltd. Versus Suresh Chand* (1978) 2-SCC-144 the different view was taken by the Hon'ble Apex Court. The matter was referred to the Constitutional Bench and the Constitutional Bench of Supreme Court in *Jaipur Zila Sahkari Bhumi Vikas Bank Ltd. Versus Ram Gopal Sharma* 2002-SCC (L&S) 279, has approved the law laid down in *Straw Board Manufacturing Co. Ltd. Versus Gobind* (supra) and *Tata Iron and Steel Company's case* (supra). In *Jaipur Zila Sahkari Bhumi Vikas Bank's case* (supra) the Apex Court has held that if an employer desires to take benefit of the proviso of Section 33(2)(b) for passing an order of discharge or dismissal of an employee, he has also to take the burden of discharging the statutory application placed on him in the said proviso. Taking a contrary view that an order of discharge or dismissal passed by an employer in contravention of the mandatory conditions contained in the proviso does not render such an order inoperative or void, defeats the very purpose of the proviso and it becomes meaningless. It is well settled rule of interpretation that no part of statute shall be construed as an unnecessary or superfluous. The proviso cannot be diluted or disapproved by an employer. He cannot dispute the mandatory provisions and then say that his order of discharge or dismissal made in contravention to proviso of 33(2) is not valid and inoperative. He cannot be permitted to take advantage of his own wrong. The interpretation of statute must be such at the advance the legislative enacted and serve the parties for which it is made render to consider it. The proviso to Section 33(2)(b) affords protection to a workman to safeguard his interest and it is a shield against victimization and enforces labour practice by the employer during the pendency of Industrial Dispute when the relationship between them is already strained.

In *Jaipur Zila Sahkari Bhumi Vikas Bank's case* (supra) it was further held by the Supreme Court that

"Where an application is made under Section 33(2)(b) proviso, the authority before which the proceeding is pending for approval of the action taken by the employer has to examine whether the order of

dismissal or discharge is bona fide, whether it was by way of victimization or unfair labour practice, whether the conditions contained in the proviso were complied with or not etc. If the authority refuses to grant approval obviously it follows that the employee continues to be in service as if the order of discharge or dismissal never had been passed. The order of dismissal or discharge passed invoking Section 33(2)(b) dismissing or discharging an employee brings an end of relationship of the employer and employee from the date of his dismissal or discharge but that order remains incomplete and remains inchoate as it is subject to approval of the authority under the said provision. In other words, this relationship comes to an end de jure only when the authority grants approval. If approval is not given, nothing more is required to be done by the employee, as it will have to be deemed that the order of discharge or dismissal had never been passed. Consequence of it is that the employee is deemed to have continued in service entitling him to all the benefits available. This being the position there is no need of a separate or specific order for his reinstatement. But on the other hand, if approval is given by the authority and if the employee is aggrieved by such an approval, he is entitled to make a complaint under Section 33-A challenging the order granting approval on any of the grounds available to him. Section 33-A is available only to an employee and is intended to save his time and trouble in as much as he can straightway make a complaint before the very authority where the industrial dispute is already pending between the parties challenging the order of approval instead of making efforts to raise an industrial dispute, get a reference and thereafter adjudication. In this view, it is not correct to say that even though where the order of discharge or dismissal is inoperative for contravention of the mandatory conditions contained in the proviso or where the approval is refused, a workman should still make a complaint under Section 33-A and that the order of dismissal or discharge becomes invalid or void only when it is set aside under Section 33-A and that till such time he should suffer misery of unemployment in spite of the statutory protection given to him by the proviso to Section 33(2)(b). It is not correct to say that where the order of discharge or dismissal becomes inoperative because of contravention of proviso to Section 33(2)(b), Section 33-A would be meaningless and futile. The said section has a definite purpose to serve as already stated above, enabling an employee to make a complaint, if aggrieved by the order of the approval granted.

In view of the above decision of the Supreme Court, it is clear that the application filed by the employer, for

approval of dismissal or discharge should be made bonafide. The Tribunal or Court, as the case may be has to satisfy that application for approval or dismissal or discharge was made bonafide. It depends on facts and circumstances of each case. But it became the settled law that requirement of bonafide has to be looked into as per the law laid down by the Apex Court that offers three requirements namely (1) dismissal or discharge, (2) payment of wages and (3) application for approval are part of the same transaction. In this case, as admitted by the party that the workman was charge-sheeted on 22-4-1989 on an allegation of theft of Rs. 1,000 from the Bank. The charge was said to be proved in a departmental proceedings and a notice to Show Cause with proposed punishment of dismissal from services was given to the workman on 6-3-1990. Against this Show Cause Notice, the workman preferred a Writ Petition before the Delhi High Court and the High Court of Delhi stayed the operation of that Show Cause Notice. But the Writ Petition filed by the workman was dismissed on 12-12-1990, on the grounds of territorial jurisdiction, and on the very next day the prescribed authority of the Management of the Bank confirmed the proposed penalty of dismissal of the workman from services. The payment of one month wages were made good on 27-5-1991 and the application for approval of the punishment was moved on 25-2-1992. It shows that the payment of one month wages were made good after 5½ months of passing the order of dismissal of the workman from services and the application was filed under Section 33(2)(b) after one year two months. The cause for filing the application so late shown by the Management is that workman preferred an appeal against the punishment order and Appellate Authority passed the final order on 27-5-1991. As per the contention of the Management on the very day the payment of one month wages were made good and an application for approval was made on 25-2-1992. It cannot be said that all the three acts done by the Management are part of the same transaction. The payment of one month's wages had to be made good either on the same day on which the order of dismissal is passed or shortly thereafter so that it seems to be the part of same transaction. Likewise, the application for approval of dismissal from the services under Section 33(2)(b) has to be made either on the same day or shortly thereafter so that it may also seems to be the part of the same transaction. I am not inclined to accept the contention of the Management that these requirements can be made good under the law after the dismissal order has been confirmed by the Appellate Authority. It is not the intention of the legislation that all the three requirements are to be made good when the order of punishment is approved by the Appellate Authority. These requirements are to be satisfied on the day or shortly after when the order of dismissal or discharge is passed by the employer. These requirements are lacking in the miscellaneous case filed by the Management for approval of the dismissal order.

Moreover, the way the dismissal order was passed by the Management hastily it shows that it was not bonafide. Against the Show Cause Notice containing the proposed punishment of dismissal dated 6-3-1990, the workman preferred and filed a Writ Petition before Delhi High Court, in which stay was granted to him. Admittedly, the Writ Petition was dismissed on territorial jurisdictional grounds on 12-12-1990 and the Management just after the dismissal of the petition confirmed the proposed punishment of dismissal of the workman from the services during the pendency of another reference before the Tribunal.

Thus on both of the counts namely that all the three requirements for permitting the application filed for approval of order of dismissal are not the part of the same transaction and the order for punishment was made hastily just after the dismissal of Writ Petition by High Court of Delhi, I am of the view that application has not been moved by the petitioner (Management of the Bank) bonafide. Accordingly, there is no force in the application and the same is dismissed.

Accordingly, the petition moved by the petitioners under Section 33-A deserved to be allowed. It is hereby made clear that on application moved by the petitioner under Section 33-A, the nature of the proceedings which were pending adjudication before this Tribunal while passing the order of dismissal of workman from the services cannot be considered. I am also not inclined to accept the contention of the bank that right from the day the workman inducted into the services, he had created nuisance and problems for the bank, because for the purpose of proceedings under Section 33(2)(b) and under Section 33-A, the Tribunal has to confine whether all the three requirements which are the backbone of the proceedings under Section 33(2)(b) have been complied with. As the Management has not complied with the provisions of Section 33(2)(b), this petition filed by the workman deserved to be allowed.

It is not required to pass the consequential orders as the law laid down in Jaipur Zila Sahkari Bhumi Vikas Bank's case (supra) is very clear that when the application for approval of dismissal order is rejected the employee shall be considered to be in services for all purposes. On the basis of the above observations, the petition moved by the workman is allowed. Let Central Government be approached for publication of award and, thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 26 मई, 2009

का.आ. 1734.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ हैदराबाद के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 42/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/12/2006-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2009

S.O. 1734.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Hyderabad and their workman, which was received by the Central Government on 26-5-2009.

[No. L-12012/12/2006-IR (B-I)]

AJAY KUMAR, Desk Officer
ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

Present : Shri Ved Prakash Gaur, Presiding Officer

Dated the 3rd day of February, 2009

Industrial Dispute No. 42/2006

BETWEEN

Sri Battu Lal Singh,
Ex Sub-Staff, H. No. 3-160,
ZP High School Lane,
Kesamudram Station,
Warangal.

....Petitioner

AND

The Deputy General Manager
(Per and HRD),
State Bank of Hyderabad,
Head Office, Gun Foundry,
Hyderabad-500001

.....Respondent

APPEARANCES

For the Petitioner : NIL

For the Respondent : Sri A.V.S. S. Prasad, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/12/2006-ID(B.I) dated 24-7-2006 referred the following dispute under Section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of Hyderabad and their workman. The reference is,

SCHEDULE

“Whether the action of the management of State Bank of Hyderabad (A.P.) in awarding the punishment of termination from employment by way of compulsory retirement w.e.f. 14-9-2002 to Shri Battu Lal Singh, Sub-Staff, Khammam Main Branch of the Bank is proper and justified? If not, to what relief the workman concerned is entitled?”

The reference is numbered in this Tribunal as I.D. No. 42/2006 and notices issued to the parties.

2. On 3-2-2009, both parties called absent. Petitioner has not filed claim statement even after lapse of two years of receipt of this reference. As such, it appears that Petitioner has nothing to say about subject matter of reference, Hence, a Nil Award is passed.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 3rd day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 26 मई, 2009

का.आ. 1735.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सन्दैल बैंक ऑफ हैदराबाद प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 47/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/24/2006-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2009

S.O. 1735.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2006) of the Central Government Industrial Tribunal-Cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Hyderabad and their workmen, received by the Central Government on 26-5-2009.

[No. L-12012/24/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
AT HYDERABAD**

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 2nd day of February, 2009

Industrial Dispute No. 47/2006**BETWEEN**

Sri Mohd. Lateefuddin,
Andhra Pradesh Industrial Employees
Union, House of Labour, King Kothi Road,
Hyderabad.Petitioner

AND

The Deputy General Manager (Per & HRD),
State Bank of Hyderabad, Head Office,
Gun Foundry, Hyderabad- 500 001.Respondent

APPEARANCES

For the Petitioner : M/s. N. Meenakshi, C. Lavanya
& G. Sailaja, Advocates

For the Respondent : NIL

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/24/2006-ID (B-I) dated 10-8-2006 referred the following dispute under section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of Hyderabad and their workman. The reference is :

SCHEDULE

"Whether the action of the management of State Bank of Hyderabad, not regularizing the services of Sri Rajendra Kumar, Casual labour, working since 1990 is legal and justified? If not, what relief the workman is entitled to?"

The reference is numbered in this Tribunal as I.D. No. 47/2006 and notices were issued to the parties.

2. On 2-2-2009, both parties called absent. Petitioner has not filed claim statement even after lapse of two years of receipt of this reference. It appears Petitioner is not interested to put up his case. As such, in absence of Petitioner's pleadings, Nil Award is passed.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 2nd day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner Witnesses examined for the Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 26 मई, 2009

का.आ. 1736.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री आन्नाया ग्रामीण बैंक प्रबंधन के संबद्ध नियोक्ताओं और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 24/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[संख्या एल-12012/189/2003-आई आर (बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2009

S.O. 1736.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2004) of the Central Government Industrial Tribunal-Cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of Sree Anantha Grameena Bank and their workmen, received by the Central Government on 26-5-2009.

[No. L-12012/189/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT
AT HYDERABAD**

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 17th day of February, 2009

Industrial Dispute No. 24/2004**BETWEEN**

The General Secretary,
A.P. Regional Rural Banks
Employees Association, B-3, F-14,
Amrutha Arcade, Opp: Venkataranana
Theatre, Kachiguda Station Road,
Hyderabad-500 027.Petitioner/Union

AND

The Chairman,

Sree Anantha Grameena Bank,

H.O. Dr. B.R. Ambedkar Road,

Anantpur-515001.

....Respondent

APPEARANCES

For the Petitioner : M/s. B.S.A. Satyanarayana
Suresh Kumar & P.V. Rao,
Advocates

For the Respondent : M/s. K. Srinivasa Murthy,
V. Umadevi, C. Vijaya Sekhar
Reddy, S. Vijay Venkatesh, &
G. Praveen Kumar, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/189/2003-IR (B-I) dated 23-1-2004 referred the following industrial dispute under section 10 (1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Sree Anantha Grameena Bank and their workman. The reference is :

SCHEDULE

"Whether the action of the management of Sree Anantha Grameena Bank, Anantpur in terminating the services of Sri M. Krishnama Naidu, Sweeper is justified? If not, what relief the applicant is entitled to?"

2. The Petitioner Union filed claim statement stating that the workman was continuously employed as sweeper and his services were terminated w.e.f. 30-4-2002 and confirmed the same vide orders No. 124/32/PD/CST/2002 dated 6-5-2002 of the respondent bank. The said decision of the bank, said to have been taken in the light of the NABARD/GOI/Sponsor Bank guide lines communicated on the award of NIT is not correct, because the award relates to 1990. The claim of the workman is that the workman was engaged for more than 6 years, for more than 5 to 6 hours a day and was attending to duties of the regular messengers and also duties of sweeping, scavenging and fetching water etc. Therefore, it is submitted that the workman is therefore entitled for reinstatement with all attendant benefits, wages on par with regular staff with effect from the date of initial engagement of the workman and absorption of the workman in regular establishment.

3. A counter was filed by the respondent bank. It is submitted that the Government of India issued instructions

to RRBs for implementation of the NIT Award read with Equation committee Report vide their Cir. No. 11-3/90 RRB(1), dated 22-2-1991. In order to overcome certain operational problems in implementation of NIT Award, a working group under the chairmanship of Chief General Managers of NABARD, Sri R. C. Gupta was constituted along with other members. In view of the Gupta Committee recommendations, NABARD issued guidelines vide Cir. No. C. 4559/(316)/gen/92-93, dated 20-3-1993 regarding implementation of NIT Award. The following are the guidelines regarding messengers and sweeper-cum-messengers :

(1) Wherever a full time messenger-cum-sweeper is deployed, no separate sweeper shall be provided and the full time messenger-cum-sweeper shall perform both the duties.

(2) As part of regularization of the sub-ordinate staff, all such employees be redesignated as messenger-cum-sweepers and all subsequent recruitments should be for the combined designation i.e., messenger-cum-sweepers, driver-cum-messengers.

4. It is submitted that there is no provision either in the Award or the Gupta Committee report for creating posts of sweepers. As such, the question of regularization of the services of the petitioner workman does not arise. The union has to prove its allegation that the workman was engaged continuously as sweeper from his initial appointment. It is denied that the workman worked 5 to 6 hours daily. The workman's services were dispensed with in terms of circular No. 124/34/PD/CST/2002 dated 6-5-2002. Hence, the workman is not entitled to any relief and have no claim for any employment in the bank.

5. Both parties are absent for several adjournments including today i.e., 17-2-2009. In absence of parties their evidence is closed. Hence, NIT Award is passed in absence of evidence. transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 17th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of Evidence

Witnesses examined for the Petitioner Witnesses examined for the Respondent

NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 26 मई, 2009

का.आ. 1737.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 90/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/118/2006-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2009

S.O. 1737.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/2006) of the Central Government Industrial Tribunal-Cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 26-5-2009.

[No. L-12012/118/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
CHENNAI**

Friday the 15th May, 2009

Present : A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 90/2006

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of State Bank of India and their Workman)

BETWEEN

Sri M. Gowrishankar : Ist Party/Petitioner

Vs.

1. The Dy. General Manager : Ist Party/Respondent
State Bank of India
Local Head Office
Circle Top, House No. 16,
College Lane,
Chennai-600006

2. The Asstt. General : Ist Party/Respondent
Manager, State Bank of
India, Mylapore Branch
Chennai-600004

APPEARANCE

For the Petitioner : M/s. Balan Haridas,
Kamatchi Sundaresan

For the Management : Shri K. S. Sundar

AWARD

The Central Government, Ministry of Labour vide its Order.No. L-12012/118/2006-IR (B-I) dated 4-12-2006 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the Management of State Bank of India in imposing the punishment of removal from the services of Sri M. Gowrishankar with effect from 3-4-2006 for the charges leveled against him is just and proper?” If not to what relief is the applicant entitled to?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 90/2006 and issued notices to both sides. Both sides entered appearance and filed Claim Statement Counter Statement and reply statement as the case may be.

3. Brief averments in the Claim Statement necessary for discussion are as follows :

The Petitioner-Daftry under the service of the Respondent for 20 years has had preferred complaints in respect of certain illegal acts of Mahalingam, Asstt. General Manager of the Respondent Bank regarding incurring of irregular expenditure by misuse of public money. He also submitted letter on 23-8-2002 pointing out the irregularities. But no action was taken by the Management. Instead it was booking the petitioner with charges in a vindictive manner. On 15-7-2004 the petitioner under a bonafide belief installed the photograph of Dr. Ambedkar in the Adyar Branch of the bank. The Management called upon him to explain by saying by the act, the ambience of the hall was spoiled. He replied on 21-7-2004 pointing out that he only installed the photograph of Dr. Ambedkar, the founding father of the Constitution. Thereafter the Management started harassing him falsely in many ways. False remarks were rendered in the Attendance Register. On 24-8-2004 under a purported strike of employees to which he was not party, Mr. Arun, Asstt. General Manager left the place with key against which he complained on 25-8-2004. The petitioner was charge sheeted on 21-9-2004 for the incident.

on 15-7-2004. The substance of the charges is that the petitioner left the bank on 15-7-2004 without permission and came back after 3.00 PM with outsider which when resisted by the Security Guards, the petitioner shouted at them saying that he has had permission from the Asstt. General Manager (AGM). The petitioner got hit nails on the wall panel, damaged property and the portrait of Dr. Ambedkar was installed without permission, that on 19-7-2004, the petitioner arranged 25 persons to arrive at the branch and threatened AGM, the petitioner spoiled image of the bank by instigating SC/ST Welfare Employees Association, that on 2-8-2004, the petitioner was in possession of bunch of pamphlets to arrest DGM and AGM, left the branch premises earlier than regular time without permission on various dates, he made alterations in the Bank's Attendance Register and that he entering into the cabin of Mr. Prakash, Manager (Accounts) threatened him for rendering remarks in the Attendance Register against the conduct of the petitioner. The charges are malafide and are denied. The complaints filed by Mr. M. Chandran, and S. Maheshwaran, Security Gaurds are false which are not mentioned in the Charge Memo. They are mere signatories to the complaints written in English since they do not have working knowledge of English. Their evidence in the enquiry is tutored. The protrait of Ambedkar was fixed after oral permission of AGM. The portrait was hung in an already existing nail. Posters were pasted to take action against the person who remarked that by hanging the portrait of Ambedkar, the ambience of the bank was spoiled. The enquiry was held in a biased manner and in violation of the principles of natural justice. The finding is on perverse reasons. The enquiry report in English though was forwarded to him, his request for a Tamil version was not considered and instead the proposed punishment of dismissal from service was being imposed. The same was modified into removal from service with superannuation benefits as per order dated 3-4-2006. In the guise of hanging of portrait of Ambedkar as a misconduct, various charges were being created against the petitioner in a vindictive manner under an evil design and oblique motive against the petitioner. The punishment imposed is also grossly disproportionate requiring interference under Section-11A of the I D Act. The petitioner is now rendered jobless and is in distress. The punishment is sought to be set aside and he be reinstated.

4. The averments in the Counter Statement bereft of unnecessary details are as follows :

The dispute is barred by resjudicata. The petitioner had threatened the physically challenged woman with pouring of urine on her face and there was punishment of stoppage of increment for 3 years later reduced to 6 months

on his expression of regret. The petitioner's conduct has been blemished and in-disciplined. The petitioner was charge sheeted for certain misconduct. An enquiry was held. The petitioner defended the enquiry with full opportunity and in the enquiry, Charge Nos. 1, 2, 3, 4, 5, 6, 8 and 9 were proved. Charge No. 7 was partly proved and Charge No. 10 and Charge No. 11 were not at all proved. The Tamil version of the enquiry report was given to him. In the appeal the proposed punishment of dismissal was modified into removal from service. The petitioner kept on falsely complaining against the officials with ulterior motives. It is denied that the petitioner obtained permission for installation of the portrait. The bank has not created false records against the petitioner. The petitioner was represented by a defence representative knowing English. The petitioner admitted that he arranged the display of the portrait. The allegation of malafides and victimization by the Respondent is rejected by the High Court. The punishment awarded is commensurate with the misconduct. The Management lost confidence in the petitioner and severed him from service. The petitioner is having employment as a Casual Worker with an earning of Rs. 150 per day. Taking into account previous record of service of the petitioner, the punishment is to be found proper. The reference may be answered against the petitioner.

5. In the Reply Statement it is stated that an Industrial Dispute has been raised against the stoppage of increment. The extreme penalty imposed amounts to legal victimization. Enquiry findings are perverse. The petitioner is not gainfully engaged presently.

6. Points for consideration are:

- (i) Whether the removal service of the petitioner by the Management is legal and justified?
- (ii) To what relief the petitioner is entitled to?

7. On the side of the petitioner, WW1 was cross-examined consequent to filing affidavit in lieu of Chief Examination and Ex.W1 to Ex.W60 were marked. No evidence was adduced on the side of the Respondent.

Point No. 1

8. The Industrial Dispute is against the removal from service of the delinquent petitioner on the ground that the enquiry was held against the principles of natural justice and the finding vis-a-vis the reasons for the finding are perverse. A perusal of the enquiry report, documents, the rival pleadings of the parties and deposition of WW1 goes to show that neither the enquiry nor the finding or the

reason leading to the finding is perverse. The charges on which the delinquent faced the enquiry were brought to his notice vividly and the delinquent faced the enquiry fully with the assistance of a defence representative. On the culmination of the enquiry proceedings, he was provided with report of the enquiry with English version though receipt of Tamil version is denied by the petitioner, but which is denied by the Respondent. The petitioner evidently was also personally heard before he was imposed the punishment of dismissal as well as before the Appellate Authority. It is after having given an opportunity of being heard that the Disciplinary Authority passed the punishment against him. The charges relate to the absence of the petitioner, that is by leaving early, coming late and also absenting from the bank without permission of the bank, hanging of portrait of Dr. Babasaheb Ambedkar without the permission of the bank, keeping on complaining against the officials, causing threatening of AGM, arranging 25 persons to arrive at the bank branch, possession of pamphlets, demanding arrest of DGM, General Manager and Asstt. General Manager, altering the bank's Attendance Register, himself threatening the Manager (Accounts), etc. According to the Respondent, dispute is barred by res judicata. The petitioner's conduct has been blemished and in-disciplined. He kept on falsely complaining against the officials. The installation of portrait of Dr. Ambedkar was not with permission. The allegation of malafides and victimization alleged against the Respondent is found against by the High Court.

9. The petitioner has a further case that the extreme penalty imposed amounts to legal victimization whereas according to the Respondent, the punishment awarded is commensurate with the misconduct and the Management lost confidence in the petitioner and so severed him from service.

10. A perusal of the relevant records would show that the enquiry has been held properly and fairly. There is no bias from the Enquiry Officer against the petitioner. The finding is not perverse or illegal. The reasons for entering the finding are also not perverse. There is no violation of the principles of natural justice. As rightly argued by the learned counsel for the Respondent, the punishment imposed upon the petitioner is not for the hanging of the portrait of Dr. Babasaheb Ambedkar but was for the in-disciplined and defying manner in which it was done. The case of the petitioner that the portrait was hung under the permission of AGM is discernibly not true. That the petitioner has been perennially negligent in attending to duties by arriving late and leaving early as well as by remaining absent during working hours is duly proved. That it was at the instance of the petitioner that 25 persons arrived at the office of the AGM and threatened him is proved. It is also partly proved that the petitioner was in possession of pamphlets containing demand for high-handed actions against the DGM and the AGM and they

were in his conscious possession. That the Attendance Registers containing remarks against the petitioner regarding the time of his attendance, leaving etc. from the bank noted by his superiors have been tampered with by him is proved. That the petitioner threatened with pouring urine on the face of a physically challenged female employee and that he has been punished with stoppage of increment for three years, later reduced to 6 months on his expression of regret is admitted and proved. This fact holds out as a record of his past misconduct. Though he has a case that an Industrial Dispute has been raised against it, it could be seen to be later in point of time the said incident having been occurred in the year 2000. Thus, an ex-post fact event has been projected by him as a shield to escape from his past misconduct being considered against him in the charges in the present enquiry. There need not be any reluctance to find that all these activities of the petitioner delinquent which were being committed by him deliberately violating the authorities and causing much concern to the officials and the Management do amount to misconducts emanating from the petitioner.

11. The argument of the learned counsel of the petitioner that the mere installation of a photograph, of Dr. Babasaheb Ambedkar cannot be reckoned as a misconduct, while is not to be rejected, I am also to bestow due importance to the argument of the learned counsel for the Respondent that what is offending was not the very installation of the portrait Dr. Ambedkar but the very manner of the petitioner getting it done without the permission of the Management after causing the arrival of outsiders into the bank without the permission and which when resisted by the Security Guards, the petitioner's arranging it to be got done telling them that he had got the permission from the AGM. The further conduct of petitioner having arranged to cause the arrival of 25 persons at the bank and threatening the AGM as a consequence is also a most deprecable and unbecoming act on the part of the petitioner which goes against the discipline and smooth management of the Respondent/Bank. A remark allegedly made by the AGM which he does not admit to have made in any bad sense by saying that the installation of portrait of Dr. Babasaheb Ambedkar has damaged the ambience of the bank hall is also seen made use of by the petitioner as a slogan or weapon to be used against the AGM by causing 25 persons to arrive at the bank and cause him to be threatened.

12. The petitioner has a case that the Respondent is moving against him motivated by malafides and with an object of victimizing him. It is pointed out on behalf of the Respondent that his contention does not hold good for the reason that High Court has already found in the Writ Petitions filed by the petitioner himself that such allegations are not true. Therefore, the case of the Respondent that as regards such allegations, the dispute is barred by res judicata has to be upheld as true.

13. While I am to hold on the materials before me that the manner of enquiry and the finding in the enquiry are valid and legal, what is further germane for consideration is whether the punishment imposed on the petitioner has been disproportionate inviting interference by this Tribunal under Section-11A of the Industrial Disputes Act.

14. Generally, no Industrial Tribunal shall interfere with the punishment awarded by the Disciplinary Authority unless it is satisfied that the punishment imposed is shockingly disproportionate or that on the proved facts and circumstances of the case, no reasonable man should have imposed such a serious punishment. In this case, the punishment imposed was removal from service. Though, this is attacked as an instance of legal victimization by the petitioner that cannot be sustained for any reason. Here the Management was imposing the punishment of removal for reason, inter-alia, that there has been loss of confidence in the employee. In the decision of the Supreme Court in *Kanhaiyalal Aggarwal and Others Vs. Factory Manager, Gwalior Sugar Co. Ltd. (2001-II-LLJ-111)*, the Supreme Court held that "what must be pleaded and proved to invoke the aforesaid principle is that (i) the workman in holding a position of trust and confidence; (ii) by abusing such position, he commits acts which result in forfeiting the same; and (iii) to continue him in service would be embarrassing and inconvenient to the employer or would be detrimental to the discipline or security of the establishment. All these three aspects must be present to refuse reinstatement on ground of loss of confidence cannot be subjective based upon the mind of the Management. Objective facts which would lead to the definite inference of apprehension in the mind of the Management regarding trust worthiness or reliability of the employee must be alleged and proved. Else, the right of reinstatement ordinarily available to the employee will be lost".

15. Having regard to the defying and impertinent nature of the conduct meted out by the petitioner from time to time under a blemished conduct challenging the authorities under whom he is working, a conduct seldom susceptible to discipline and directions of his superiors and unsystematic way of attending duties by attending late and leaving early as he pleases, proved misconduct towards physically challenged female employee are a series of continuous misconduct emanating from the petitioner. They could well be found to be matters for loss of confidence of the Management upon the workman. These circumstances dispel with the very instance of legal victimization being practiced upon the petitioner as alleged by casting it with a "stigma" of an "unfair labour practice". Then petitioner by his uncompromising and all pervading series of conduct of recalcitrant nature of always

challenging the authorities has thereby caused himself to be a constant menace to the Management rendering it very difficult to manage him. He has thus having become a cause of never ending embarrassment to the Respondent is actually entitled to serious punishment of removal from service. The imposed punishment is only to be found as just proportionate to the gravity of the misconducts committed by the petitioner. The punishment when was imposed after reckoning his past misconduct is only legal and proportionate and the same does not call for interference by this Tribunal.

16. In *Colour-Chem. Ltd. and A.L. Alaspurkar and Others (1998-II-LLN-84)*, the Supreme Court held as above. It further held that when the very misconducts challenged in the ongoing proceedings themselves may not be awardable with the impugned punishment it is again germane for consideration whether coupled with the record of past misconduct such a punishment could be sustained. In this case, the petitioner had already been punished for a misconduct which is not proved set aside. Still discernibly with efflux of time, the petitioner has not shown any trend for change of his blame worthy conduct. So, his punishment by way of removal from service which has rightly been done by the Management is only to be kept intact. Therefore, it is found that the punishment imposed is only just and fair.

Point No. 2

17. From the facts mentioned above, the petitioner is not entitled to any relief.

18. The reference is answered accordingly.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 15th May, 2009)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the I Party/Petitioner : WW1, Sri M. Gaurishankar

For the II Party/Management : None

Documents Marked:

On the petitioner's side

Ex. No.	Date	Description
Ex.W1	17-07-2004	Memo-issued by the respondent.
Ex.W2	21-07-2004	Explanation given by the petitioner.
Ex.W3	21-07-2004	Representation of the petitioner.
Ex.W4	07-09-2004	Representation of the petitioner.
Ex.W5	21-09-2004	Charge Memo.
Ex.W6	-	Enquiry Proceedings.

Ex.W7	21-09-2004	Memo issued by Respondent (P.Ex.1).	Ex.W35	04-10-2004	Letter of Petitioner (P.Ex. 29).
Ex.W8	-	Copies of attendance register form 10-07-2004 to 03-09-2004 (P.Ex.2).	Ex.W36	06-10-2004	Letter of Adyar Branch (P.Ex. 30).
Ex.W9	27-07-2004	Letter of S. Maheswaran, Armed Guard (P.Ex. 3).	Ex.W37	13-05-2000	Letter of Zonal Office (P.Ex. 31).
Ex.W10	27-07-2004	Letter of M. Chandran, Armed Guard (P.Ex. 4).	Ex.W38	16-03-2001	Letter of Petitioner (D.Ex. 1).
Ex.W11	-	Letter of Adyar Branch (P.Ex.5).	Ex.W39	23-08-2002	Letter of Petitioner (D.Ex. 2).
Ex.W12	-	Copy of Affidavit in W.P. No. 30029/04 (P.Ex. 6).	Ex.W40	04-04-2003	Letter of State Bank of India SC/ST Association (D.Ex. 3).
Ex.W13	14-08-1997	Copy of LHO Letter (P. Ex. 7).	Ex.W41	17-05-2003	Letter of State Bank of India SC/ST Association (D.Ex. 4).
Ex.W14	27-07-2004	Copy of LHO Letter (P. Ex. 8).	Ex.W42	03-11-2003	Letter of State Bank of India SC/ST Association (D.Ex. 5).
Ex.W15	16-08-2004	Letter of Petitioner (P.Ex. 9).	Ex.W43	08-07-2005	Prosecution Brief.
Ex.W16	20-07-2004	Letter of Adyar Branch (P.Ex. 10).	Ex.W44	-	Defence Brief.
Ex.W17	-	Copies of Photos (P.Ex. 11).	Ex.W45	24-08-2005	Enquiry Report.
Ex.W18	-	Copy of Notice of A. K. Gopalsamy (P.Ex. 12).	Ex.W46	27-10-2005	Letter of Petitioner.
Ex.W19	-	Copy of Disciplinary Proceeding Register (P.Ex. 13).	Ex.W47	23-11-2005	Personal Hearing Notice.
Ex.W20	07-09-2004	Letter of Adyar Branch (P.Ex. 14).	Ex.W48	28-11-2005	Letter given in Personal Hearing and Personal Hearing Proceedings.
Ex.W21	11-09-2004	Letter of Petitioner (P. Ex. 15).	Ex.W49	02-12-2005	Order of Dismissal.
Ex.W22	07-09-2004	Letter of Petitioner (P.Ex. 16).	Ex.W50	-	Appeal.
Ex.W23	09-09-2004	Letter of Petitioner (P.Ex. 17).	Ex.W51	23-01-2006	Representation given in Personal Hearing.
Ex.W24	10-09-2004	Letter of Petitioner (P.Ex. 18).	Ex.W52	16-03-2006	Personal Hearing Proceedings.
Ex.W25	-	Copy of Adyar Branch Notice (P.Ex. 19).	Ex.W53	22-03-2006	Letter of Defence Representative.
Ex.W26	-	Copy of Adyar Branch Notice (P. Ex. 20).	Ex.W54	03-04-2006	Order in Appeal (Tamil and English Version).
Ex.W27	-	SSLC marksheet of petitioner (P. Ex. 21).	Ex.W55	08-09-2006	Order of Government of India.
Ex.W28	13-01-2004	Letter of Petitioner (P.Ex. 22).	Ex.W56	-	Extract from Sastry Award.
Ex.W29	21-07-2004	Letter of Petitioner (P.Ex. 23).	Ex.W57	-	Photo Album.
Ex.W30	14-08-2004	Letter of Manager (P.Ex. 24).	Ex.W58	-	Negatives of Photo Album.
Ex.W31	25-08-2004	Letter of Petitioner (P.Ex. 25).	Ex.W59	15-11-2006	Copy of letter from Office of Chief Labour Commissioner (Central), Chennai to Dy. Chief Labour Commissioner (Central), Chennai.
Ex.W32	27-08-2004	Letter of Adyar Branch (P.Ex. 26).	Ex.W60	04-04-2007	Copy of letter from State Bank of India Ambedkar Trade Union to Asstt. Labour Commissioner (Central), Chennai.
Ex.W33	03-08-2004	Letter of State Bank of India SC/ST Association (P.Ex. 27).	On the Management's side		
Ex.W34	04-08-2004	Letter of Adyar Branch (P.Ex. 28).	Ex. No.	Date	Description
				Nil	

नई दिल्ली, 26 मई, 2009

AWARD

का.आ. 1738.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, स्टेट बैंक ऑफ ट्रान्कोर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इर्नाकुलम के पंचाट (संदर्भ संख्या 161/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/223/2001-आईआर(बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 26th May, 2009

S.O. 1738.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.161/2006) of Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of State Bank of Travancore and their workmen, which was received by the Central Government on 26-5-2009.

[No. L-12012/223/2001-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL-
TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM**

Present : Shri P. L. Norbert, B.A.LL.B., Presiding Officer
(Tuesday the 28th day of April, 2009/8th Vaisakha, 1931)

I. D. No. 161/2006

(I. D. No. 83./2001 of Industrial Tribunal, Kollam)

Union : The General Secretary,
State Bank of Travancore Employees'
Union, Central Office, Post Box No. 157,
Thiruvananthapuram-695001.

By Adv. Sri. Lakshmana Iyer

Management : The Managing Director,
State Bank of Travancore,
Head Office, Poojappura,
Trivandrum-695 012

By Adv. Sri. P. Ramakrishnan.

This case coming up for hearing on 22-4-2009, this Tribunal-cum-Labour Court on 28-4-2009 passed the following.

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is :

"Whether the action of the management of State Bank of Travancore, Trivandrum in imposing the punishment of (i) permanent withdrawal of Special Allowance and (ii) bringing down pay to lower stage in the scale of pay by two stages on Shri R. Sudhakaran, Head Cashier, by order dated 26-11-1999 is justified? If not, what relief the workman concerned is entitled?"

2. The facts in a nutshell are as follows :—

Shri R. Sudhakaran was working in State Bank of Travancore, Kattakada Branch, Trivandrum district as Head Cashier. While so, he was chargesheeted on 17-6-1999 for certain misconduct of failing to keep proper custody of the keys of strong room and cash chest of the bank, negligence in bringing keys of the currency chest on 31-5-1999 thereby causing delay in making payments to customers on time, late attendance, failing to hand-over charge of the section to the successor etc. On the said charges an enquiry was conducted and the workman was found guilty of most of the charges. The disciplinary authority after hearing the workman imposed the punishment of permanent withdrawal of Special Allowance and bringing down the workman's pay to lower stage in the scale of pay by two stages. Though the workman filed an appeal before the Deputy General Manager he did not succeed. Hence this reference.

3. According to the union which has espoused the cause of the workman the entire disciplinary action against the workman lacks bona fides and in an act of victimisation. The enquiry was conducted without complying with the rules of natural justice. Reasonable opportunity was not given to the workman to prove his innocence. The findings are not based on evidence on record. The disciplinary authority and the appellate authority have failed to examine the evidence on record and analysis the findings recorded by the Enquiry Officer. The findings are perverse. The punishment imposed is improper and unsustainable. There is no provision in the Bipartite Settlements for imposing permanent withdrawal of special allowance. The 2nd punishment of bringing down workman's pay to lower stage is causing recurring monetary loss to the tune of Rs. 2,100 per month. The punishments are shockingly disproportionate. The disciplinary authority has not taken into account the unblemished record of service of the workman in the bank for more than 22 years. The order of punishment is liable to be set aside.

4. According to the management a fair and proper enquiry was conducted by the Enquiry Officer with due notice and giving sufficient opportunity to the workman. After properly analyzing the evidence the Enquiry Officer came to the conclusion that the workman is guilty of all,

except two charges. The workman was given opportunity to make representations regarding the findings of Enquiry Officer as well as regarding proposed punishment suggested by the disciplinary authority. It is thereafter that the findings of Enquiry Officer was confirmed and punishment was imposed by the disciplinary authority. The appeal filed by the workman was rejected. The charges levelled against the workman are grave in nature. The punishment is commensurate with the gravity of the misconduct. The Enquiry Officer, disciplinary authority and the appellate authority have acted fairly and in good faith. The workman was given sufficient opportunity by the Enquiry Officer as well as the disciplinary authority. There is no violation of the rules of procedure or principles of natural justice. There is no reason to interfere either with the findings or the punishment.

5. In the light of the above contentions the following points arise for consideration :

1. Are the findings sustainable?
2. Is the punishment proportionate?

The evidence consists of Ext.M1 Enquiry File alone.

6. Point No. 1:—The workman Sri R. Sudhakaran was Head Cashier at the time of the chargesheet dated 17-6-1999. 8 charges were levelled against the workman. Charges 3 and 4 were found not proved and the remaining charges were found proved. Since the validity of enquiry is not under challenge the scope of interfering with the findings of the Enquiry Officer is limited to the extent of examining their perversity. If there are some materials on record based on which the conclusion is drawn by the Enquiry Officer then it is not for this court to go behind it and strike a different note. According to the learned counsel for the union the findings are perverse as there are no materials to show the guilt of workman.

7. Charges Nos. 1 & 2 go together. They are :—

(i) On 31-5-1999 the workman failed to bring keys of currency chest and hence the chest could not be opened at 10 a.m. thereby disrupting the smooth function of the Branch.

(ii) The keys of currency chest was brought by the workman at 10.25 a.m. only causing delay in commencement of business transactions of the cash department.

Ext. PEX-2 is a reply to memo of charges. It is contained at running page 183 of Ext. M1 Enquiry file. His reply is that on 31-5-1999 being a pension payment day he had reached the branch early at 9.30 a.m. But realising that he had forgotten to take the keys of currency chest he had to hurry back home and bring it and the chest was opened at 10.10 a.m. PW1 is the Branch Manager. He says that he was busy with Assistant General Manager (security) who

was in the cabin of Manager and hence he had not noted regarding the arrival of the workman and return to his house to bring the keys. But he says that the cash counter could not start functioning on 31-5-1999 up to 10.45 a.m. affecting smooth functioning partially (page 99 of Ext. M1). PW2 is the Assistant Manager (Accounts). He was the joint custodian of currency chest having one set of keys with him. But the chest could be opened only by using both keys. According to him business transactions in the bank at the counters start at 10. a.m. sharp. 10-15 minutes are required after opening the cash chest to record withdrawal in the register and distribute cash to different cash counters. According to him the workman had reached the branch on 31-5-1999 at 9.50 a.m. However he had forgotten to take the keys of the cash chest and hence he returned to bring the keys (page 115 of Ext. M1) DW1 is Special Assistant. According to him the workman had reached the bank on 31-5-1999 at 9.45 a.m. Since he had forgotten to bring the keys he had gone back to fetch it. He returned with the keys at 10.10 a.m. The cash counters started functioning at 10.15 a.m. There was no disruption in business as cheques and other instruments has reached cash counters for payment only by about 10.30 a.m. There was no complaint of delay (page 139). DW2 was cashier working in a payment counter. According to him the workman had reached the bank on 31-5-1999 at 9.30 a.m. But he had forgotten to bring the keys of the chest and so he had returned home. The cash on that day reached the counter of DW2 at 10.15 a.m. There was no disruption of business in the branch on that day (pages 132, 133 and 135). It is seen from the testimony of all the above witnesses that there is discrepancy with regard to the time of arrival of the workman, opening the chest and distribution of cash to cash payment counters. Whatever that be, the workman in his reply to memo of charges admits that he had forgotten to bring keys of the chest and he returned home and brought the keys. It is also stated that the cash chest was opened at 10.10 a.m. Even the defence witnesses admit that 1/2 an hour is required for onward and return journey from the branch to the house of the workman. Whatever be the discrepancy regarding the time at which workman had reached the bank and opened the currency chest, admittedly the cash chest was opened at 10.10 a.m. only. If that version of the delinquent himself is accepted then the cash could not have been distributed to different counters at 10.10 a.m. He has to enter the withdrawals in the concerned register and then distribute the cash to different counters. According to PW2 this procedure would take 10 to 15 minutes. It is not small sums that are distributed to cash payment counters every day. The Head Cashier cannot simply pull down some currency bundles and dump them before cashiers at the counters. He has to account before distribution and he must know how much money is sent to each counter. This cannot be done in a hurry. Minimum time is required to complete the procedure. The bank begins its function at 10 a.m. and there is no querrel

about it. It may not be correct to say that the first cheque presented for payment had reached the concerned counter only by 10.15 a.m. Assuming that the instruments for payment had reached the counters only by 10.15 a.m., still it may not be correct to say that the delay has not affected the business of the bank. The officials who pass the cheques can delay the process if they want until the cash reaches the cash counters. Every section and every department of the bank has to commence the work at 10 a.m. Any delay is bound to reverberate in all sections. The evidence thus reveal that there was delay in opening the cash chest and distributing money to different payment counters due to the negligence of workman in bringing the keys of the chest on time. The findings of Enquiry Officer regarding charges (i) and (ii) are in order and call for no interference.

8. Charges Nos. (iii) and (iv) are found not proved by the Enquiry Officer and hence requires no consideration by this court.

9. Charge No. (v) is that due to the negligence of the workman on 30-12-1998 the keys of strong room and cupboards were lost. Ext. PEX-20 is a memo dated 11-1-1999 issued to the workman regarding the incident asking for his explanation (page 251). In Ext. PEX-2 (page 181) reply to the memo aforementioned the workman has stated that he was always careful in discharging his duties with diligence and that since 1997 July he had been working as Head Cashier in Kattakada Branch and there was no room for any complaint. On 30-12-1998 he had taken all possible precautions for safe custody of the keys of the strong room and cupboards while he was travelling. But due to his misfortune he lost the keys in a crowded bus under circumstances beyond his control. The bank was not satisfied with his explanation and hence a memo dt. 18-1-1999 (pg. 252) was issued to him asking him to remit Rs. 13,300/ for replacing the lock and key. Admittedly the amount was remitted. Ext. PEX-21 is relevant extract of book of instructions of the bank (page 253). Instruction No. 63 is regarding custody of keys. The relevant portion reads :

“.....All officials to whom the Bank's keys are entrusted must ensure that the keys are invariably secured by means of a stout chain at one end and the other end fastened to the dress on person of the official concerned”.

This instruction is given with a purpose that the keys shall not be lost by any chance. It is relevant to note that in Ext. PEX-2 reply to the show cause memo the workman does not narrate the manner in which he was carrying the key and whether he had secured the key to his body as instructed in the book of instructions. Had he followed the instructions there was no chance of loosing the keys. The workman has no case that there was any mishap during the travel. Therefore, his contention that incident happened due to reasons beyond his control,

cannot stand. According to PW2 (page 117) the workman was in the habit of keeping the keys in the fold of his dhoti around the waist. Whether that version is true or not, the workman's reply to the show cause memo as well as reply to the chargesheet do not show that there was any accident during the journey. In such circumstances it is reasonable to presume that the incident occurred due to sheer negligence of the workman. He had to pay Rs. 13,300/ to the bank for replacing the lock and key. The Enquiry Officer has rightly found him guilty of charge No. V.

10 Charge No.(vi) is that the workman was not managing the affairs of cash department in a satisfactory manner thereby giving rise to many complaints by customers and the public. Ext.PEX-18 is a memo issued to the workman by Regional Manager on 21-07-1998 (page 249). It is regarding non payment of Government bills on 02-05-1998 by the workman. The memo shows that the explanation of the workman was not convincing and he was warned against recurrence of similar misconduct in future. Ext.PEX-19 (page 251) is a letter of Branch Manager to the Regional Manager dated 02-05-1998. The Branch Manager informs Regional Manager that the workman was disobedient and committed gross insubordination. He had not paid the bills received from the Treasury in spite of direction by the Branch Manager. Ext.PEX-8 (pages 219 to 221) is audit report of Deputy General Manager (Revenue Audit) dated 19-06-1999. Several discrepancies in the cash department are pointed out in the report. According to the learned counsel for the union Deputy General Manager (Revenue Audit) is not an authorised auditor. The concerned officials of the bank had audited the cash department and they found that the cash department was functioning smoothly and no irregularities were pointed out. Ext.DEX 3(a) and (b) are audit reports of Assistant Manager (Cash Verification, Zonal Office, Trivandrum) dated 11-09-1997 and 29-08-1998 (pages 265 to 283). First of all, the contention of the learned counsel for the union that Deputy General Manager (Revenue Audit) is not a competent authority or authorised auditor of the bank is not substantiated. Secondly, the Deputy General Manager audited the cash department from 14-06-1999 to 19-06-1999. Whereas Ext.DEX-3(a) and (b) is in respect of the period September 1997 and August, 1998. It is after one year from Ext.DEX-3(a) & (b) that Deputy General Manager audited and prepared Ext.PEX-8 audit report. Discrepancy found in the audit are enumerated at page 220 in respect of 20 items. It is also mentioned at page 221 that on 16-06-1999 the branch had witnessed some unruly behaviour from the public who came to receive Government payments. Thus Exts.PEX-18, 19 and 8 prove that the functioning of cash department was not smooth as claimed by the workman. The evidence adduced in the enquiry sufficiently to prove the charge.

11. Charge No.(vii) is that he was habitually reaching the bank late causing delay in commencing cash

transactions. The Enquiry Officer has banked on the admission of the workman in his reply to the memo of charges, that on 31-05-1999 he was late to reach bank with keys of cash chest and he was late to open the cash chest and distribute the money, to prove the charge. But it is to be noted that there is a late attendance register maintained by the bank. It is contained at page 263 of Ext.M1. It is not seen marked. It shows that during the period from 18-12-1996 to 03-06-1999 the workman was never late. It is contended by the learned counsel for the management that a grace time of 10 minutes is permitted by the bank. According to him the workman was availing the grace time alone every day and that is why it is not reflected in the late attendance register. If grace time is not counted for the purpose of late attendance then availing of the grace time cannot be treated as late attendance. Besides when there is a register to note late attendance it is the primary evidence regarding late arrival and oral evidence cannot stand against the documentary evidence. The finding to the contrary by the Enquiry Officer is perverse and unsustainable.

12. Charge No. (viii) is that the workman failed to hand over the charge of Head Cashier to another employee as directed by the management. By Ext.PEX-10 dated 07-06-1999 (page 225) the Branch Manager had directed the workman to hand over charge of cash and valuables to the Assistant Head Cashier by 11-06-99 as per the instructions of Zonal Office. But the charge was actually handed over only on 08-07-1999, after one month from Ext. PEX-10. According to the management the workman disobeyed the direction and caused deliberate delay. It is contended by the union that the person who had to take charge, DW2, the Assistant Head Cashier, was assigned duty in government Payment Counter for three days (page 133) from 07-06-1999 by the manager fully knowing that he had to take charge after verifying large sums of money amounting to 13 crores and 500 packets of gold ornaments. When he finished his work in the government payment counter he fell sick and was hospitalised till 03-07-1999. Hence DW2 could verify the money and gold only from 05-07-1999 and charge was taken on 08-07-1999. It is not disputed that for the first three days after Ext.PEX-10 order DW2 was assigned another duty and he was not free to take charge of head cashier. But on 10th and 11th he had no other job than his routine duty. He could start verification of the money and gold from 10-06-1999 onwards. DW2 admits that he was working on 10-06-1999 and he was hospitalized from 18-06-1999 to 03-07-1999. That means, from 10-06-1999 to 17-06-1999 he was free to verify the cash and gold and take charge. Finding that the process of verification was not progressing Ext.PEX-11 (page 227) was issued to the workman on 11-06-1999 asking him to complete the process of handing over charge immediately and submit his explanation for not complying with the instructions to hand over charge within 5 days. Again on 16-06-1999 Ext.PEX-12 transfer order was issued to the workman (page 229) transferring him to Puthukurichy branch and asking

him to hand over charge to DW2 immediately. Another direction was given on 17-06-1999 by Ext.PEX-13 (page 231) stating that the workman had failed to hand over charge as instructed and violated instructions of his superior. He was again asked to hand over charge forthwith and submit explanation. One more instruction was given to the workman on 26-03-1999 by Ext.DEX-14 (page 233) stating that the workman had not complied with the direction. Therefore he was instructed to hand over charge immediately to the next Senior Cashier at the branch Smt.A.K.Sheeba temporarily and submit explanation for violation of instructions. Thus the workman was given extended time on four occasions. Yet he took one month to hand over charge. It was submitted by the learned counsel for the union that large sums of money amounting to Rs.13 crores and large quantity of gold ornaments numbering 500 packets were not easy for verification and had taken much time. The management was quite aware of the quantity of cash and gold and they knew that five days' time was quite sufficient for verification. Notwithstanding, the workman got more time to comply with the direction. But he failed to do so. To Exts.PEX-10 to 14 there was no reply from the workman. He neither submitted explanation for the delay and non compliance with the instructions nor sought time to hand over charges nor expressed his difficulty in complying with the direction due to non availability of DW2 or due to any other reason. He took his own sweet time and slowed down the process of handing over the charge. There is disregard and disobedience to the instructions of superior officers. The misconduct alleged stands proved.

13. Thus all the charges except charge No.(vii) are supported by enough evidence on record and calls for no interference. However finding regarding charge No.(vii) is perverse as observed above. The contention of the union regarding the rest of the charges is unsustainable.

14. Point No.2:- The punishment imposed are permanent withdrawal of Special Allowance with regard to charge No.(i), (v) & (vii) and bringing down the pay to lower stage in the scale of pay by two stages regarding charges (vi) and (viii). Since the punishment do not fall under Section 11-A of ID Act the court is not competent to interfere with the punishment except when it is shown to be illegal and contrary to the provisions of law. The punishments are imposed under Clause 19.6(c) and (e) of 6th Bipartite Settlement (amendment to 1st Bipartite Settlement) dated 14-02-1995 (see page 476 of Bipartite Settlements, M/s. H.P.J. Kapoor Publication, 12th Edition). It was contended by the learned counsel for the union that there is no provision in the Bipartite Settlement for permanent withdrawal of special allowance. It is true that what is mentioned in Clause 19.6(e) is withdrawal of special allowance and not 'permanent' withdrawal of special allowance. But even without the word 'permanent', withdrawal of special allowance is permanent unless it is reviewed by the disciplinary authority. Because of the use

of the word 'permanent' the order of punishment does not become illegal or go against clause 19.6(e) of the settlement. Hence there is no ground to interfere with the order of punishment.

In the result an award is passed finding that the action of the management in imposing the punishment mentioned in the reference is legal and justified and the workman is not entitled for any relief.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 28th day April, 2009.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Union - Nil
Witness for the Management - Nil
Exhibit for the Union - Nil
Exhibit for the Management - Ext. M1-Enquiry File.

नई दिल्ली, 27 मई, 2009

का.आ. 1739.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 149/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/167/1997-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1739.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.149/98) of the Central Government Industrial Tribunal-cum-Labour Court No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 27-5-2009.

[No. L-22012/167/1997-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH

CASE NO. I.D. 149/98

Shri. Chattar Pal, C/o Shri Sarbjeet Singh Gill, 4-D, Kailash Nagar, Fajilka (Punjab).

.....Applicant

Versus

The District Manager, Food Corporation of India, 151, Sant Lal Road, Firozpur.

.....Respondent

APPEARANCES

For the workman : Shri R. P. Rana
For the management : Shri Ravi Kant Sharma

AWARD

Passed on:- 19-5-2009

Government of India vide notification No. L-22012/167/97-IR(C.II), dated 24-7-1998, referred the following industrial dispute for judicial adjudication to this Tribunal:—

“Whether the action of the management of FCI in terminating the services of Shri Chattar Pal w.e.f. 15-8-1989 is legal and justified? If not, to what relief is the workman concerned entitled and from which date?”

After receiving the reference both of the parties were informed. Parties appeared and filed their respective pleadings. It is the contention of the workman that he was appointed by the management on 9-5-1986 and was drawing the salary of Rs. 510 per month. His services were terminated on 15-8-1989 by the management of Food Corporation of India. Juniors to him were retained in service, whereas, his services were terminated. On this contention the workman has prayed for setting aside the termination order and for his reinstatement into the services with full back wages and other consequential benefits.

In written statement the management of Food Corporation of India has raised the preliminary objection that this reference is barred by the principle of resjudicata. Before raising the industrial dispute, as per the contention of the management, the workman filed a civil suit which was dismissed by the Civil Court after affording the opportunity of being heard. Against the decree of the Civil Court, the workman preferred an appeal to the District Judge and the Court of District Judge was kind enough to dismiss the appeal after given the opportunity of being heard. It is also the contention of the management that there is no employer-employee relationship between the workman and the management as the services of the workman were provided by M/s. Industrial Securities and Allied Services an ex-serviceman organization, Kapurthala. The workman was the employee of this M/s. Industrial Securities and Allied Services and not of the management.

Both of the parties filed their respective evidence and they were cross-examined by respective learned counsel. Management of Food Corporation of India also filed certain documents as follows:

- (1) MW1 is the copy of the judgment passed by Civil Court in Civil Suit-No. 230-1 of 1989,
- (2) MW2 is the copy of the order passed by the appellate court (Court of District Judge in Civil Appeal No. 83 of 1983).
- (3) MW3 is the copy of the agreement entered into and executed in between the Food Corporation of India and M/s. Industrial Securities and Allied Services.
- (4) MW 4 is a letter written by the M/s. Industrial Securities and Allied Services to the District Manager, Food Corporation of India, Firozpur.
- (5) MW 5 contains three sheets relating to the payment of wages to the workman by the M/s. Industrial Securities and Allied Services.
- (6) MW6 is a certificate given by the Ministry of Labour permitting the Food Corporation of India, Firozpur for employing the contract labour. This certificate is issued under Section 12(1) of the Contract Labour (Regulation and Abolishment) Act, 1970.

I have heard learned counsel for the parties. Learned counsel for the workman has contended that the services of the workman were not provided through a contractor and document M3 is a sham contract. It is also contended that in terms of para 3 of the agreement the services of the ex-serviceman could be provided to M/s. Industrial Securities and Allied Services to Food Corporation of India, whereas, the workman was not an ex-serviceman.

Learned counsel for the management has argued that the reference is barred by the principle of resjudicata. Learned counsel for the management has further argued that the workman has concealed the fact that M/s. Industrial Securities and Allied Services was a party as defendant No. 4 in the civil suit file by him and the concealment of fact is a fraud with the judicial proceedings.

I have gone through the evidence adduced by the parties oral and documentary and all the materials on record.

First of all I have to decide whether the present reference is barred by the principle of resjudicata? It is the settled law that the provisions of Section 11 Civil Procedure Code relating to the principle of resjudicata are applicable in this Tribunal. As per the doctrine of resjudicata, if any issue before any Court or Tribunal has been disposed off finally after affording the opportunity of being heard to the parties by other Court of competent jurisdiction then the issue will be barred by the principle of resjudicata. One of the essential conditions for applying the principle of resjudicata is that the issue which is issue in question in the present suit or petition should have

been disposed off by the Court of competent jurisdiction. If the Civil Court was a Court of competent jurisdiction, certainly this reference will be barred by the principle of resjudicata.

The Supreme Court of India laid down the law in **Premire Automobiles Vs. K. S. Wadke AIR 1975 Supreme Court 2238** where in which it has been held that if the industrial dispute relates to the enforcement of a right or an obligation creating under this Act, then the only remedy available to the parties is to get an adjudication under the Act only. It is further held by Hon'ble the Apex court in **Premire Automobile's Case (supra)** that if the right which is sought to be enforced is a right created under the Act such as Chapter 5A then the remedy for its enforcement is either Section 33C or the raising of any industrial dispute as the case may be. I have gone through the relevant provisions of Industrial Disputes Act regarding the nature of the right claimed by the workman in the industrial dispute. Nature of the right claimed to be enforced is such which can be enforced under the Industrial Disputes Act only and under such circumstances Civil Court has got no jurisdiction to dispose off the issue. The same principle has been laid down by Hon'ble the Apex Court in **Jitender Nath Vs. M/s. Empire of India and Ceylone Tea Co.**, Accordingly, the Civil Court was having no jurisdiction for the enforcement of the rights as alleged and claimed by the workman. So, the principle of resjudicata will not be applicable in the present reference.

The next issue before this Tribunal is whether their existed employer and employee relationship between the workman and the management of Food Corporation of India. On perusing the evidence of the parties, it is evident that no appointment letter was issued by the management to the workman. No doubt, it is denied that the payment was made good to the workman by the Contractor, but the evidence filed by the management proved that the payment of wages were made good by the Contractor, M/s. Industrial Securities and Allied Services and not by the management of respondent. Hon'ble the Supreme Court in **2008 LLR 801, GM ONGC, Shilchar Vs. ONGC Contractual Workers Union**, has laid down the criteria to establish the direct employee-employer relationship between the workmen and the management of any organization. If we apply the ratio of **GM, ONGC, Shilchar's case (supra)**, the workman has to prove the following facts to establish the employee-employer relationship:—

- (1) That there existed a relationship of master and servant,
- (2) That there was no contractor appointed by the management of food Corporation of India.
- (3) The management of Food Corporation of India used to supervise the alleged work assigned to individual workers.

- (4) That the management of Food Corporation of India took disciplinary action and called for explanations of the workman.
- (5) That the workman was paid wages by the management of Food Corporation of India directly and not through the contractor.
- (6) At the cost of repetition, the wages were paid directly to the workman by the management of Food Corporation of India and the acquaintance role were prepared by the management of Food Corporation of India to make the payment to the workman.

On the basis of the principle laid down by Hon'ble the Apex Court in *GM ONGC, Shilchar Vs. ONGC Contractual Workers Union* (supra) and on perusing the materials on record, I am of the view that there existed no employer-employee relationship between the workman and the management of Food Corporation of India while workman was working with the management of Food Corporation of India. I am reaching to the conclusion that there was no employer-employee relationship between the workman and the management of Food Corporation of India on following grounds:—

- (1) In a civil suit filed by the workman before the Civil Court, the workman admitted that he served the management of Food Corporation of India through the contractor M/s. Industrial Securities and Allied Services. In civil suit he impleaded the contractor as defendant No.4. Without going through the merits of civil suit, it is open to this Tribunal to consider the above fact as admission of the workman that he served the Food Corporation of India through a contractor M/s. Industrial Securities and Allied Services.
- (2) The evidence adduced by the management proved that payment was made good to the workman by his contractor M/s. Industrial Securities and Allied Services. The consolidated amount for the services provided by the contractor of several workmen was made to the contractor by the management and in compliance of the relevant law the wages were made good by the contractor to the workman.
- (3) The letter written by M/s. Industrial Securities and Allied Services to the General Manager of Food Corporation of India, Firozpur branch also made clear that workman worked for the management of Food Corporation of India through contractor and he was not directly engaged by the Food Corporation of India.
- (4) Evidence adduced by the management also proved it that the workman was not under the direct administrative control of the management of Food

Corporation of India. His affairs of services were controlled by his contractor M/s. Industrial Securities and Allied Services and not by the Food Corporation of India.

- (5) There is a written contract between the management of Food Corporation of India and M/s. Industrial Securities and Allied Services for providing the services of the workman to the Food Corporation of India and in compliance of that contract the services of workman were provided to the Food Corporation of India.
- (6) On the contention raised by the workman that in this case there is a violation of clause 3 of the agreement as the workman is not the ex-serviceman, whereas, M/s. Industrial Securities and Allied Services is authorized to provide the services of ex-serviceman only, I am of the view that for such violation of term of a contract there is no occasion for the Tribunal to treat the workman as the direct employee of the Food Corporation of India.
- (7) It is also been argued by the workman that the contract if any is shame. In this regard, I am of the view that the workman is guilty of not disclosing the true fact before this Tribunal. In his statement of claim he has not written a single word about any contract and the services rendered through contractor. He has suddenly raised this contention that the contract, if any, is shame without making the reference in his statement of claim. In *Food Corporation of India and others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh and others* 2008 LLR 391 Hon'ble the Pb. & Har. High Court has laid down the principle that if the ground for a contract being shame is not taken in the statement of claim, the workman has no say regarding the nature of the contract thereafter. Accordingly, on this contention as well, I am of the view that neither the contract is shame nor the workman has raised this issue in his statement of claim.

On the basis of the above observation, I am of the view that there existed no employer-employee relationship between the workman and the management of Food Corporation of India, Firozpur. The services of the workman were provided to the Food Corporation of India by M/s. Industrial Securities and Allied Services. On the basis of the material on record, it is also evidently clear that workman was the employee of M/s. Industrial Securities and Allied Services and not of the Food Corporation of India. Accordingly, workman is not entitled for any relief. The reference is accordingly answered.

One issue, no doubt, not raised and agitated by the parties during arguments is inspiring me to write something on misuse of judicial proceedings. It was in the notice of the workman that his services were provided to the Food Corporation of India through the M/s Industrial Securities and Allied Services. He knew it well that he was not directly engaged by the Food Corporation of India. This fact is clear by filing a civil suit in the Court of Civil Judge alleging that his services were provided to the Food Corporation of India, through M/s Industrial Securities and Allied Services by making the contractor as defendant No. 4. His suit was dismissed after affording the full opportunity of being heard and the appeal against the decree of civil court was also dismissed by the District Judge. As stated earlier, that at this stage I am not agitating the legality of judgment passed by the Civil Court and the District Judge in appeal, but I am only concerned with the plea raised and admission made by the workman in the plaint filed in the Court of Civil Judge that his services were provided to the Food Corporation of India through M/s Industrial Securities and Allied Services. After this unsuccessful attempt he raised an industrial dispute concealing this fact that he has raised this issue before the Civil Court admitting the fact of services provided to the Food Corporation of India through M/s Industrial Securities and Allied Services. He has not only concealed the fact of raising the issue before the Civil court but also the admitted fact that his services were provided to the Food Corporation of India through M/s Industrial Securities and Allied Services. In the statement of claim he has only stated that he was directly engaged with the management of Food Corporation of India and wages were paid directly. He has also filed the affidavit on the same facts. This concealment of fact is nothing but misusing the judicial proceedings by engaging a Government department into unnecessary litigation. It is nothing but a judicial fraud. It was the duty of the workman to come before this Tribunal with clean hands and true facts which he has admitted before the Civil Courts. On such failure, it is the duty of the Tribunal to take notice of it that this act of the workman has put the Government department in long litigation and the Government has to incur a lot of money in fighting the case. This Tribunal has limitations and the only remedy which can be provided to FCI, while answering the reference in negative is cost to the management which the management has incurred as the litigation expenses. Accordingly, while answering this reference that no termination was made by the Food Corporation of India and the workman is not entitled to any relief, it will be proper to impose the cost of litigation which the management of Food Corporation of India has incurred. After considering the tentative expenses which the management of Food Corporation of India has incurred as litigation expenses and also considering the socio-economic

condition of the workman, I am of the view that Food Corporation of India is entitled for Rs. 15,000/- (Fifteen thousand only) from the workman as costs of litigation. Let Central Govt. be informed and, thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 27 मई, 2009

का.आ. 1740.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं भारतीय खाद्य निगम के प्रबंधन के संबंध निवृत्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लाखनऊ के पंचाट (संदर्भ संख्या 58/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/287/2003-आईआर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1740.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.58/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, which was received by the Central Government on 27-5-2009.

[No. L-22012/287/2003-IR (CM-II)]

AJAY KUMAR, GAUR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

Present : Shri N. K. Purohit, Presiding Officer

I. D. No. 58/2004

Ref. No. L-22012/287/2003-IR(CM-II) dated : 23-6-2004

BETWEEN

The State Secretary,
Bhartiya Khadya Nigam Karamchhari Sangh,
5-6, Habibullah Estate,
Hazratganj, Lucknow-226001
(Espousing cause of Shri Pramod Kumar)

AND

The Sr. Regional Manager,
Food Corporation of India
5-6, Habibullah Estate
Hazratganj, Lucknow-226001

AWARD

20-5-2009

1. By Order No. L-22012/287/2003-IR(CM-II) dated 23-6-2004, the Central Government in the Ministry of

Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between The State Secretary, Bhartiya Khadya Nigam Karmchari Sangh, 5-6, Habibullah Estate, Hazartganj, Lucknow (Espousing cause of Shri Pramod Kumar) and the Sr. Regional Manager, Food Corporation of India, 5-6, Habibullah Estate, Hazariganj, Lucknow for adjudication.

2. The reference under adjudication is :

“Kya Prabandhan, Bhartiya Khadya Nigam, Lucknow द्वारा कर्मकार श्री प्रमोद कुमार, AO-II (Accounts) को दिनांक 27-6-2000 से selection grade नही दिया जाना न्यायोचित एवं न्यायसंगत है? यदि नही, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है?”

3. The case of the workman's union in brief is that the workman, Shri Pramod Kumar was promoted to AG-II on 22-4-1987 and completed 12 years' service as such on 21-4-1999 and accordingly he became entitled for grant of selection grade. It has been alleged by the workman's union that the management of FCI granted selection grade up to the seniority of 889, ignoring the claim of the workman who was at the serial No. 661 of the seniority list dated 27-3-1997. Further, it has been submitted that the management of FCI issued another order dated 23-12-2002 whereby selection grade was granted to the employees up to seniority No. 1011, but the workman was once again ignored. As per averments of the workman's union the said action of the management of FCI in not granting him the selection grade to the workman is illegal, arbitrary and against the spirit of Articles 14 & 16 of the Constitution of India. Accordingly, it has prayed that the workman may be granted selection grade w.e.f. 27-6-2004 when his junior was granted selection grade of A.G.-II (A/Cs).

4. Per contra, the management of FCI has disputed the claim of the workman's union by filing its written statement wherein it has submitted that as per Rules the selection grade can be given to 30% of total sanctioned strength and not all persons completing 12 years of service and an employee is either entitled for promotion or, if the promotion is not made, he is entitled for selection grade after completing 12 years of service and since the workman has been promoted from AG-II to AG-I (A/Cs) against 2000 panel under Career Progression Scheme dated 27-6-2000, therefore he was not entitled for consideration for grant of selection grade. Accordingly, the management of FCI has prayed that the claim of the workman be rejected without any relief to the workman concerned.

5. The workman has filed rejoinder whereby it has only reiterated his averments in the statement of claim and has not introduced any new fact.

6. The parties submitted documentary evidence in support of their respective cases. The workman's union did not forward any evidence in support of their case in spite of ample opportunity was given to it; accordingly, the case proceeded ex-parte against union, therefore, the management of FCI also did not incline to forward any witness in support of their case and the case was fixed for arguments.

7. The management of FCI filed their written argument in support of their case, whereas the workman did not file any. Moreover, at this stage the authorized representative of the workman's union filed an application, W-101, to withdraw the case.

8. The representative of the workman's union in its application dated 18-5-2009 has stated that the opposite party has filed two orders dated 4-2-2008 and 15-7-2008 whereby selection grade has been granted to the workman w.e.f. 16-8-2001 with the name of the workman at serial Nos. 68 and 71 respectively, in the list of selection attached thereto. It has been submitted that the workman is satisfied with the aforesaid orders and do not want to contest the present industrial dispute any more. Accordingly, it has been prayed that the present dispute be stood withdrawn, as not pressed, and appropriate orders may be passed.

9. It is well settled that if a party challenges the legality of an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. In the instant case the burden was on the workman's union to prove that the action of the management of FCI in not granting selection grade to the workman, Shri Pramod Kumar w.e.f. 27-6-2000 was illegal and unjustified. The workman's union has not submitted any oral evidence in support of their case. Moreover, the representative of the workman's union has requested for leave of the Tribunal to withdraw the case vide application dated 18-5-2009 (W-101), stating therein that the concerned workman has been granted selection grade w.e.f. 16-8-2001 and being satisfied with the grant of selection grade w.e.f. 16-8-2001, the concerned workman, does not want to contest the case any more as his grievances stands redressed. Accordingly, the representative of the workman's union has prayed to pass suitable orders.

10. In view of the submission of the workman's union for withdrawal of the case, there is no grievance left with the workman and concerned Trade Union. Resultantly, no relief is required to be given to the workman concerned. The reference under adjudication is answered accordingly.

11. Award as above.

Lucknow : 20-5-2009.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 27 मई, 2009

का.आ. 1741.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय संख्या 1, धनबाद के पंचाट (संवर्ध संख्या 76/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-5-2009 को प्राप्त हुआ था।

[सं. एल-22012/96/1996-आई आर (सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1741.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/1997) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of FCI and their workman, which was received by the Central Government on 27-5-2009.

[No. L-22012/96/1996-IR(C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD

In the matter of a reference U/s. 10(1)(d) (2A) of I. D. Act.

Reference No. 76 of 1997

Parties : Employers in relation to the management of FCI,
Patna.

AND

Their Workmen

Present : Shri H. M. Singh, Presiding Officer

APPEARANCES

For the Employers : None.

For the Workmen : Shri V. Kumar, Authorised
Representative

State Bihar : Industry : Food

Dated, the 8th May, 2009

AWARD

By Order No. L-22012/96/1996-IR (C-II) dated 14-3-1997 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes

Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of FCI, Patna in not regularising the services of Sh. Anil Kumar, Hindi Typist is legal and justified ? If not to what relief is the concerned workman entitled and from which date?"

2. The case of the concerned workman is that he was appointed under the order of Senior Regional Manager, FCI, Patna, as Hindi Typist. He joined at District Office, FCI, Gaya on 4-10-82, but his service was terminated w.e.f. 6-5-84 vide order Senior Regional Manager dated 24-4-84, in complete violation of Sec. 25-F of the I.D. Act, 1947. An industrial dispute was raised by the Union and an award was passed by the CGIT No. 2, Dhanbad on 8-8-1990 in Reference No. 3 of 1990 wherein the management was directed to reinstate the concerned workman as typist alongwith wages and all the benefits. In that case the Tribunal held that the concerned workman has been illegally retrenched by the management and as such, as directed above the concerned workman is entitled to be re-instated in the post of Typist w.e.f. 6-5-84. The management should have reinstated the concerned workman as regular typist w.e.f. 6-5-84 but he was reinstated as casual typist and he is still designated as casual typist though he is discharging the job of regular typist. There is no distinction in the work of casual or regular typist. His reinstatement as casual typist is against the award and is exploitation of labour. Though the concerned workman is discharging his duty of regular typist and that too against substantive and vacant post but he is getting less wages than regular typist. A regular typist is getting at about Rs. 4500/- per month besides other benefits like, medical, lunch, LTC, leave etc. but these facilities are not being extended to the concerned workman which is quite illegal and unjustified on the part of the management. Since there are vacant post of Hindi Typist from 1984, as such keeping the concerned workman as casual typist with a view to pay him less wages and denial of other consequential benefits and seniority is exploitation of labour and also an unfair labour practice on the part of the management. The concerned workman is getting only Rs. 700/- per month which is unjustified. The Hon'ble Supreme Court in a number of cases has decided that casual or daily rated employee are entitled to get wages and all other benefits of a regular employee. Since there is vacancy against Hindi Typist since 1984 as such he is entitled to for his regularisation w.e.f. 6-5-84 in terms of the Award. A dispute was raised before the A.L.C.(C), Patna. During conciliation before ALC (C) an officer in writing was given by the management to Union for regularisation of service of the concerned workman with immediate effect if he is ready to for go back wages, seniority and all other benefits, which was not acceptable to the union/workman. After failure of conciliation the dispute has been referred to this Tribunal for adjudication.

It has been prayed that the Tribunal graciously be pleased to pass an award in favour of the workman by directing the management to regularise the service of the concerned workman w.e.f. 6-5-84 along with full wages and other benefits.

3. The management of F.C.I. has filed written statement stating there in that the concerned workman was initially appointed as Casual Hindi Typist on 4-12-1982 and after observing that there was no requirement of Hindi Typist at District Office, Gaya where he was previously working, his service was discontinued w.e.f. 6-5-1984. The concerned workman raised an industrial dispute alleging that his termination of service was illegal and a reference was made to C.G.I.T. No.2, Dhanbad for adjudication of the dispute. The Tribunal registered the dispute as Reference No. 3/90 and after hearing the case passed the Award dated 8-8-90 directing the management for reinstating the concerned workman on the Ground that the provision of Section 25-F of I.D. Act was not complied with. After publication of the award the concerned workman was allowed to join his duties in his original post of Casual Typist by order dated 27-4-91 and the concerned workman joined as Casual Hindi Typist on 10-5-91 at District Office, Gaya. The management was having sixty one posts of Typist (English) in the entire Bihar Region prior to 1984. In the year 1984 the management decided to have seven Hindi Typist out of above sanctioned strength of sixty one English Typist and the balance 54 posts remained for English Typist only. In the year 1989 nineteen posts of English Typist were abolished and there remained only forty two post for English Typist out of over all sanctioned strength of 61 posts. In order to have seven Hindi Typist as permanent basis, seven posts of Hindi Typist were sanctioned in the year 1990 and thus in the year 1990 there remained forty two posts of English Typist and seven posts for Hindi Typist. There was bar for recruitment from 1990 till 1994. In the year 1994 after lifting bar on recruitment of Hindi Typists in the establishment of the Corporation and it was decided to fill up the three vacant posts of Hindi Typist as per the normal procedure in pursuit of the communication order dated 18-4-1994. A letter dated 28-1-95 was sent to the Employment Exchange as per the provision of law for sending the names of the eligible candidates for their consideration for selection to the posts of Hindi Typist to different establishment of F.C.I. in Bihar Region. The minimum qualification prescribed for such candidates was matriculate with typing speed of 30 words per minute. The Employment Exchange sent names of seventy one candidates in compliance to there quest made by the management vide their letter dated 28-1-95. Management also issued a circular dated 3-2-95 inviting application from internal candidates fulfilling the eligibility criteria of matriculation with typing speed of 30 words per minute for their selection to the post of Hindi Typist. The copy of the Circular were widely circulated by

distributing to all the District Managers, the Depot Incharges and displaying the same on Notice Board at all the offices of different establishment of F.C.I. Six internal candidates submitted applications in pursuance of the circular dated 3-2-95, Md. Iqbal, a workman of F.S.D. Gaya under the D.M. Gaya submitted his application. The concerned workman who was a co-worker of Md. Iqbal and who was working as Casual Typist at District Office, Gaya, did not submit any application for his selection to the post of regular Hindi Typist. It has been submitted that the concerned workman did not have requisite typing speed and had no confidence to appear before Selection Committee and preferred not to apply and appear in the Selection Test for his selection in the post of regular Typist. Seventy one candidates whose names were sponsored by Employment Exchange were called for typing test and interviewed. Out of the six internal candidates four were found eligible for consideration and were called for appearing in typing test to be conducted by the Selection Committee. Forty seven candidates out of the list of seventy one sponsored by Employment Exchange appeared before the Selection Committee for their typing tests. Four internal candidates including Md. Iqbal, a co-worker of the concerned workman appeared in the typing test before the Selection Committee. Twelve candidates out of the list submitted by the Employment Exchange got through the typing test and one internal candidate could pass the typing test conducted by Selection Committee. Unfortunately the co-worker of the concerned workman, Md. Iqbal could not pass the typing test. There after all the successful candidates were called for interview. On the basis of their performance in the interview only five persons were empanelled in order of merit for their selection and posting. It has been submitted that three posts of regular Hindi Typist were filled up as per the usual procedure of the Corporation after following the provisions of F.C.I. Staff Regulation 1971 and there is no irregularities in this regard. It has also been submitted that the concerned workman did not avail the opportunity by appearing before the Selection Committee for selection as internal candidate and he has adopted the procedure of selection as regular Typist with the help of litigation and demanded that his case should be considered without following the Provisions of the staff Regulation and without caring the constitutional Safeguard and he demands that the management should appoint him as regular Hindi Typist whether he possess the requisite qualification and possesses proper typing test prescribed for such post or not. It has been prayed that the Hon'ble Tribunal may be graciously pleased to pass the Award holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The management has produced MW-1 Ashok Kumar Choudhary, MW-2 L.K. Ambastha and MW-3 - Md. Ali Raza, who has proved documents, Exts. M-1 to M-10.

The concerned workman has produced WW-1-Anil Kumar, who has proved documents, Exts. W-1 to W-5/1.

6. The main argument advanced on behalf of the concerned workman is that he was appointed by District Office of the management at Gaya on the order of Senior Regional Manager, FCI, Patna as Hindi Typist w.e.f. 7-10-82. Before his appointment typing test was taken and medical certificate has been filed, but he was retrenched w.e.f. 6-5-84. The concerned workman then represented for employment and raised industrial dispute which was referred to CGIT No 2, Dhanbad. On the basis of the award he was again reinstated by the management in the post of typist. But the management reinstated him as casual typist instead of regular typist. The management after the award allowed him to join in the year 1991. During the period between his retrenchment and pendency of industrial dispute there was regular appointment of regular typist by the FCI, but he was not informed nor any opportunity was given for appointment as regular typist. Even after his reinstatement the management made regular appointment in the years 1994, 1995 and 1996 but the management did not inform him or give him an opportunity for appointment as regular typist. There is no difference between his work and the work of regular typist. He was getting monthly salary amounting to Rs. 1400 and recently there has been hike in his salary and at present he is getting Rs. 1896 per month. But regular typist who has been appointed in 1984 is getting monthly salary amounting to Rs. 8000, besides regular typists get earned leave, commuted leave, casual leave, lunch subsidy and other benefits. He also argued that Manoj Kumar was appointed as casual typist and he was regularised as typist from year 1989 on the basis of the award passed by the tribunal. There was a circular of Headquarter for regularisation of casual worker who has worked for more than 90 days on or before 2-5-86, yet he was not regularised. Although the vacancy existed in the cadre of regular typist but the management has deliberately kept him as casual typist. So he has claimed for regularisation w.e.f. 6-5-84.

In this respect MW-1, management's witness has stated in page 2 that - "I cannot say if the vacancy of Hindi Typist was duly notified in the Notice Board of District Office of F.C.I. where the concerned workman is working. No notice of vacancy was given personally to the concerned workman or to the Union which has sponsored the dispute earlier. I have not gone through any circular dated 6-5-87 in which it was directed that any casual worker who had completed more than 90 days before 2-5-86 should be regularised. In Ext. W-11/1 the sanctioned strength of Hindi Typist is mentioned in Sl. 9&10 according to which the number of sanctioned post against Hindi Typist is 17

and existing Hindi Typist including casual one is 7. There is direction as Ext. W-5 and W-5/1 to regularise the concerned workman from 1995 without back wages. He cannot say whether the concerned workman is getting about Rs. 1300 whereas a regular Hindi Typist is getting about Rs. 8000 per month. MW-2, the management's witness L.K. Ambasta, has stated in cross-examination that the notification of vacancy was not served upon Anil Kumar and the union affiliated in FCI. Anil Kumar is working as casual Hindi Typist and there is no difference between the work of casual Hindi Typist or permanent Hindi Typist. MW-3- Md. Ali Raja, stated that in the year 1995 few Hindi Typists were appointed as regular Hindi Typists. He has also stated that there were total sanctioned strength of Hindi Typists 17, but this was revised by the Headquarters and reduced to 7 only. At that time in Sl. 9 & 10 total working strength of Hindi Typists was 4. As per Ext. W-3/5 the vacancy position of Bihar Region as on 31-1-97 the sanctioned strength was 7 but existing strength was 6 permanent and 1 casual. As per management's Ext. W-5, the concerned workman was to be regularised as against the sanctioned post only. The concerned workman was not given notice to apply for regular vacancy for Hindi Typists because the provision of sec. 25-G and 25-H are applicable in case of only retrenched worker and not to a casual worker who is already working. This evidence of the management says the concerned workman was not informed about any vacancy, though there was vacancy even then the concerned workman was not appointed. The concerned workman has made reference as per Ext. W-1 which is a award in reference No. 3/90 which was decided on 8-8-1990 and it has been awarded that the action of the management of F.C.I. by not reinstating the concerned workman, Anil Kumar, Casual Typist w.e.f. 6-5-84 is illegal and unjustified. The management allowed the concerned workman to join his duty on 10-5-91 as per Ext. W-2 and it has also been mentioned that all arrears from 6-5-84 has been paid and he is continuing. As per Ext. 3- there is vacancy of 11 posts of Hindi Typists, all are filled on 30-11-79 and as per Ext. W-3/1 as on 31-8-90 there was Hindi Typist of 17 posts, all are filled and as per Ext. W-3/2 on 31-8-94 there are 17 sanctioned posts of Hindi Typists in which only four have been filled including one Hindi Typists one casual Hindi Typist and as per Ext. W-3/3 on 31-12-94 there were 17 posts of Hindi Typist, only four have been filled including one casual typist. As per Ext. W-3/4 on 31-10-95 there were Hindi Typists of 17 posts and only 7 have been filled including one casual Typist. As per Ext. W-3/5 on 31-1-97 there were 7 sanctioned posts of Hindi Typists in which six were filled including one casual Hindi Typist. It shows that there are sanctioned posts of 7 Hindi Typists, but the concerned workman is not appointed as Hindi Typist. He has been appointed as casual Hindi Typist. When there is sanctioned strength and the Tribunal has passed order for reinstatement of the concerned workman in the post of Hindi Typist, the

appointment of the concerned workman as casual typist is against the order of the Tribunal dated 8-8-90. Moreover, as per circular letter of Headquarter, Ext. W-4 it has been instructed to the Regional Manager that before 2-5-86 who have worked for three months they should be regularised. But this has not been done and this circular of their own has been violated regarding the present concerned workman. Ext. W-4/1 is another Circular No. 18/199 dated 9-9-96, it states clearly that E.P. 1 (3) 91-Vol. II dated 24-8-92 to regularise the services of all casual/daily rated employees who had continuously worked for more than 3 months on the cut-off date of 2-5-86. This has been admitted case before 2-5-86, so he is entitled for regularisation without any further test or interview. As per Ext. W-5 it has been mentioned that Sr. Regional Manager wrote to District Manager, F.C.I., Gaya for regularisation of the concerned workman as Hindi Typist. There is no mention of regularising as casual Hindi Typist. District Manager, Gaya is not following the order of Headquarter Ext. W-5 dated 9-11-1995 which also supports as per Ext. W-5/1 that the concerned workman is ordered to be regularised as regular Hindi Typist. Even then this is not followed by the management.

7. As per papers filed by the management Ext. M-1 shows that there are vacancy of 7 Hindi Typists as on 11-7-84 and as per Ext. M-1/1 dated 20-4-90 there were 2 posts of Hindi Typists have been sanctioned and as per Ext. M-1/2 dated 25-4-90, 5 posts of Hindi Typists have been sanctioned for conversion and as per Ext. M-3 for Hindi Typist recruitment has been lifted and as per Ext. M-4 is regarding recruitment and as per Ext. M-5 there is only application of Hindi Typist on 23-2-95 and educational qualification of matric or equivalent with 30 words per minute in Hindi Typist. There is no mention of long hand dictation or stenographer from Hindi Typist as per circular letter of the management, Ext. M-5. As per Ext. M-6, 5 persons had appeared for Hindi Typists for their interview and there were 3 vacant posts even on 3-7-95 as per Ext. M-6/1 and only 5 posts have been filled. As per Ext. M-8 there are 7 posts of Hindi Typists in Bihar region and as per Ext. M-9 on 5-4-91 7 posts of Hindi Typists have been sanctioned. As per Ext. M-10 F.C.I., Regional Office Arunachal Bhawan, Patna had written to District Manager, F.C.I., Gaya for engagement of casual typist and approval has been given by Regional office on 1-12-82 on which post the concerned workman has been engaged as casual Hindi Typist.

8. When there is regular vacancy with the management there is no reason to keep such person who has served so long time as casual basis. No information has been sent to the concerned workman for appearing in any examination as it has been admitted by MW-1, MW-1 & MW-3.

9. Documents filed by the management as well as the concerned workman show that there is vacancy of Hindi Typist with the management and the concerned workman

is getting less salary i.e. Rs. 1800 per month whereas the regular employee is getting Rs. 8000 per month. It shows discrimination between two persons when they are doing same job as regular Hindi Typist and casual Hindi Typist because there is no difference of work between them which has been stated by MW-2 in his cross-examination. When there is vacancy as per MW-3 sanctioned strength of 7 and existing 6 permanent and 1 casual, there is no reason to keep one casual Hindi Typist for indefinite period. Reliance has been placed on behalf of the management that the concerned workman is not entitled for regularisation as per Uma Devi's case. In the present case the concerned workman has been ordered for regularisation vide Reference No. 3/90 dated 8-8-90 passed by CGIT No.2 Dhanbad, w.e.f. 6-5-84. Since there was clear vacancy with the management of sanctioned permanent post, the concerned workman was engaged after passing of the award by the Tribunal as casual workman. It shows to deprive the wages and other benefits to the concerned workman which permanent Hindi Typists are getting.

So, in the circumstances the concerned workman is entitled for Hindi Typist on regular basis since 13-12-1991 with full back wages and also entitled for pay protection from 6-5-84.

10. Accordingly, I render the following award—the action of the management of FCI, Patna in not regularising the services of Sh. Anil Kumar, Hindi Typist is not legal and justified, Hence, the concerned workman is entitled for regularisation as Hindi Typist on regular basis since 13-12-91 with full back wages and also entitled for pay protection from 8-5-84. The management is directed to implement the award within 30 days from the date of publication of the award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 27 मई, 2009

का. आ. 1742.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 102/97, 174/97, 222/98, 224/98, 226/98, 228/98, 230/98, 232/98, 234/98, 236/98, 238/98, 240/98, 242/98, 288/00, 290/00, 361/00, 367/00, 34/01, 338/01, 180/02, 184/02, 200/03, 204/03, 206/03, 208/03, 210/03 18/04, 20/04, 22/04, 26/04, 28/04, 30/04, 32/04, 36/04, 38/04, 40/04, 42/04, 44/04, 46/04, 48/04, 50/04, 56/04, 58/04, 60/04, 62/04, 64/04, 66/04, 68/04, 70/04, 72/04, 74/04, 76/04, 78/04, 82/04, 84/04, 86/04, 88/04, 90/04, 92/04, 96/04, 98/04, 100/04, 102/04, 104/04, 106/04, 110/04, 112/04, 114/04, 116/04, 118/04, 181/04, 182/04, 183/04, 184/04, 185/04,

186/04, 187/04, 188/04, 194/04, 255/04, 256/04, 257/04, 258/04, 259/04, 13/09, 14/09, 15/09, 16/09, 17/09, 18/09, 19/09, 20/09, 21/09, 22/09, 23/09, 24/09, 25/09, 26/09) को प्रकाशित करती है, जो केंद्रीय सरकार को 27-05-2009 को प्राप्त हुआ था।

[सं. एल-2201/2437/1996-आईआर(सी-II), एल-2201/2406/1996-आईआर(सी-II), एल-2201/2412/1996-आईआर(सी-II), एल-2201/2513/1996-आईआर(सी-II), एल-2201/2436/1996-आईआर(सी-II), एल-2201/2510/1996-आईआर(सी-II), एल-2201/2528/1996-आईआर(सी-II), एल-2201/2413/1996-आईआर(सी-II), एल-2201/2435/1996-आईआर(सी-II), एल-2201/2514/1996-आईआर(सी-II), एल-2201/2440/1996-आईआर(सी-II), एल-2201/2441/1996-आईआर(सी-II), एल-2201/2408/1996-आईआर(सी-II), एल-2201/252000-आईआर(सी-II), एल-2201/272000-आईआर(सी-II), एल-2201/2106/2000-आईआर(सी-II), एल-2201/2107/2000-आईआर(सी-II), एल-2201/2230/2000-आईआर(सी-II), एल-2201/2153/1999-आईआर(सी-II), एल-2201/2154/2000-आईआर(सी-II), एल-2201/2156/2000-आईआर(सी-II), एल-2201/270/1999-आईआर(सी-II), एल-2201/2471/1999-आईआर(सी-II), एल-2201/2344/1999-आईआर(सी-II), एल-2201/2281/1999-आईआर(सी-II), एल-2201/2201/1998-आईआर(सी-II), एल-2201/2341/1998-आईआर(सी-II), एल-2201/2317/1998-आईआर(सी-II), एल-2201/2310/1998-आईआर(सी-II), एल-2201/2318/1998-आईआर(सी-II), एल-2201/2334/1998-आईआर(सी-II), एल-2201/2313/1998-आईआर(सी-II), एल-2201/2337/1998-आईआर(सी-II), एल-2201/2342/1998-आईआर(सी-II), एल-2201/2488/1998-आईआर(सी-II), एल-2201/2336/1998-आईआर(सी-II), एल-2201/2226/1998-आईआर(सी-II), एल-2201/2225/1998-आईआर(सी-II), एल-2201/222/1998-आईआर(सी-II), एल-2201/2218/1998-आईआर(सी-II), एल-2201/2227/1998-आईआर(सी-II), एल-2201/2335/1998-आईआर(सी-II), एल-2201/2284/1999-आईआर(सी-II), एल-2201/2155/1999-आईआर(सी-II), एल-2201/2151/1999-आईआर(सी-II), एल-2201/2341/1999-आईआर(सी-II), एल-2201/2202/1998-आईआर(सी-II), एल-2201/269/1999-आईआर(सी-II), एल-2201/2484/1998-आईआर(सी-II), एल-2201/275/1999-आईआर(सी-II), एल-2201/2485/1998-आईआर(सी-II), एल-2201/2220/1999-आईआर(सी-II), एल-2201/2279/1999-आईआर(सी-II), एल-2201/215/1999-आईआर(सी-II), एल-2201/2228/1999-आईआर(सी-II), एल-2201/2225/1999-आईआर(सी-II), एल-2201/216/1999-आईआर(सी-II), एल-2201/3/1999-आईआर(सी-II), एल-2201/2481/1998-आईआर(सी-II), एल-2201/2112/1999-आईआर(सी-II), एल-2201/2113/1999-आईआर(सी-II), एल-2201/2/1999-

आईआर(सी-II), एल-2201/2114/1999-आईआर(सी-II), एल-2201/2480/1998-आईआर(सी-II), एल-2201/2482/1998-आईआर(सी-II), एल-2201/215/1999-आईआर(सी-II), एल-2201/24/1999-आईआर(सी-II), एल-2201/27/1999-आईआर(सी-II), एल-2201/21/1999-आईआर(सी-II), एल-2201/2489/1998-आईआर(सी-II), एल-2201/2479/1998-आईआर(सी-II), एल-2201/2467/1999-आईआर(सी-II), एल-2201/232/1998-आईआर(सी-II), एल-2201/2277/1999-आईआर(सी-II), एल-2201/2346/1999-आईआर(सी-II), एल-2201/2149/1999-आईआर(सी-II), एल-2201/2102/1999-आईआर(सी-II), एल-2201/213/1999-आईआर(सी-II), एल-2201/2387/1997-आईआर(सी-II), एल-2201/2331/2003-आईआर(सी-II), एल-2201/2332/2003-आईआर(सी-II), एल-2201/2333/2003-आईआर(सी-II), एल-2201/2329/2003-आईआर(सी-II), एल-2201/2330/2003-आईआर(सी-II), एल-2201/266/2004-आईआर(सी-II), एल-2201/264/2004-आईआर(सी-II), एल-2201/265/2004-आईआर(सी-II), एल-2201/2392/2004-आईआर(सी-II), एल-2201/2393/2004-आईआर(सी-II), एल-2201/2395/2004-आईआर(सी-II), एल-2201/2394/2004-आईआर(सी-II), एल-2201/2448/2004-आईआर(सी-II), एल-2201/2449/2004-आईआर(सी-II), एल-2201/2444/2004-आईआर(सी-II), एल-2201/2446/2004-आईआर(सी-II), एल-2201/2445/2004-आईआर(सी-II), एल-2201/2447/2004-आईआर(सी-II), एल-2201/2390/2004-आईआर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1742.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.102/97, 174/97, 222/98, 224/98, 226/98, 228/98, 230/98, 232/98, 234/98, 236/98, 238/98, 240/98, 242/98, 288/00, 290/00, 361/00, 367/00, 34/01, 338/01, 180/02, 184/02, 200/03, 204/03, 206/03, 208/03, 210/03, 18/04, 20/04, 22/04, 26/04, 28/04, 30/04, 32/04, 36/04, 38/04, 40/04, 42/04, 44/04, 46/04, 48/04, 50/04, 56/04, 58/04, 60/04, 62/04, 64/04, 66/04, 68/04, 70/04, 72/04, 74/04, 76/04, 78/04, 82/04, 84/04, 86/04, 88/04, 90/04, 92/04, 96/04, 98/04, 100/04, 102/04, 104/04, 106/04, 110/04, 112/04, 114/04, 116/04, 118/04, 181/04, 182/04, 183/04, 184/04, 185/04, 186/04, 187/04, 188/04, 194/04, 255/04, 156/04, 257/04, 258/04, 259/04, 13/09, 14/09, 15/09, 16/09, 17/09, 18/09, 19/09, 20/09, 21/09, 22/09, 23/09, 24/09, 25/09, 26/09) of the Central Government Industrial Tribunal-cum-Labour Court No.I, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Food Corporation of India and their workman, which was received by the Central Government on 27-05-2009.

No. L-2201/2437/1996-IR (C-II), L-2201/2406/1996-IR (C-II), L-2201/2412/1996-IR (C-II),

L-22012/513/1996-IR (C-II), L-22012/436/1996-IR (C-II),
 L-22012/510/1996-IR (C-II),
 L-22012/528/1996-IR (C-II), L-22012/413/1996-IR (C-II),
 L-22012/435/1996-IR (C-II),
 L-22012/514/1996-IR (C-II), L-22012/440/1996-IR (C-II),
 L-22012/441/1996-IR (C-II),
 L-22012/408/1996-IR (C-II), L-22012/5/2000-IR (C-II),
 L-22012/7/2000-IR (C-II),
 L-22012/106/2000-IR (C-II), L-22012/107/2000-IR (C-II),
 L-22012/230/2000-IR (C-II),
 L-22012/153/1999-IR (C-II), L-22012/154/2001-IR (C-II),
 L-22012/156/2001-IR (C-II),
 L-22012/70/1999-IR (C-II), L-22012/471/1999-IR (C-II),
 L-22012/344/1999-IR (C-II),
 L-22012/281/1999-IR (C-II), L-22012/201/1998-IR (C-II),
 L-22012/341/1998-IR (C-II),
 L-22012/317/1998-IR (C-II), L-22012/310/1998-IR (C-II),
 L-22012/318/1998-IR (C-II),
 L-22012/334/1998-IR (C-II), L-22012/313/1998-IR (C-II),
 L-22012/337/1998-IR (C-II),
 L-22012/342/1998-IR (C-II), L-22012/488/1998-IR (C-II),
 L-22012/336/1998-IR (C-II),
 L-22012/226/1998-IR (C-II), L-22012/225/1998-IR (C-II),
 L-22012/222/1998-IR (C-II),
 L-22012/228/1998-IR (C-II), L-22012/227/1998-IR (C-II),
 L-22012/335/1998-IR (C-II),
 L-22012/284/1999-IR (C-II), L-22012/155/1999-IR (C-II),
 L-22012/151/1999-IR (C-II),
 L-22012/341/1999-IR (C-II), L-22012/202/1998-IR (C-II),
 L-22012/69/1999-IR (C-II),
 L-22012/484/1998-IR (C-II), L-22012/75/1999-IR (C-II),
 L-22012/485/1998-IR (C-II),
 L-22012/220/1999-IR (C-II), L-22012/279/1999-IR (C-II),
 L-22012/215/1999-IR (C-II),
 L-22012/228/1999-IR (C-II), L-22012/225/1999-IR (C-II),
 L-22012/216/1999-IR (C-II),
 L-22012/3/1999-IR (C-II), L-22012/481/1998-IR (C-II),
 L-22012/112/1999-IR (C-II),
 L-22012/113/1999-IR (C-II), L-22012/2/1999-IR (C-II),
 L-22012/114/1999-IR (C-II),
 L-22012/480/1998-IR (C-II), L-22012/482/1998-IR (C-II),
 L-22012/15/1999-IR (C-II),
 L-22012/4/1999-IR (C-II), L-22012/7/1999-IR (C-II),
 L-22012/1/1999-IR (C-II),
 L-22012/489/1998-IR (C-II), L-22012/479/1998-IR (C-II),
 L-22012/467/1999-IR (C-II),
 L-22012/232/1998-IR (C-II), L-22012/277/1999-IR (C-II),
 L-22012/346/1999-IR (C-II),
 L-22012/149/1999-IR (C-II), L-22012/102/1999-IR (C-II),
 L-22012/13/1999-IR (C-II),
 L-22012/387/1997-IR (C-II), L-22012/331/2003-IR (C-II),

L-22012/332/2003-IR (C-II),
 L-22012/333/2003-IR (C-II), L-22012/329/2003-IR (C-II),
 L-22012/330/2003-IR (C-II),
 L-22012/66/2004-IR (C-II), L-22012/64/2004-IR (C-II),
 L-22012/65/2004-IR (C-II),
 L-22012/392/2004-IR (C-II), L-22012/393/2004-IR (C-II),
 L-22012/395/2004-IR (C-II),
 L-22012/394/2004-IR (C-II), L-22012/448/2004-IR (C-II),
 L-22012/449/2004-IR (C-II),
 L-22012/444/2004-IR (C-II), L-22012/446/2004-IR (C-II),
 L-22012/445/2004-IR (C-II),
 L-22012/447/2004-IR (C-II), L-22012/390/2004-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHANDIGARH

Case No. I.D. No. 102/97 and 97 others (as mentioned in the list below)

Shri Jagroop Beniwal and others (as mentioned in the list below)

...Applicants

Versus

The Distt. Manager, Food Corporation of India,
 Kurukshetra and Karnal.

...Respondents

APPEARANCES

For the Workman : Sri. Ashwani Bakshi, Deepak
 Sonak, Aditya Sharma, R P. Rana
 Amit Sharma.

For the Management : Sri Parmod Jain, N.K. Zakhami,
 Santokh Singh.

AWARD

Passes on: 21-5-09

This award shall disposed off 98 references of different workman referred by the Central Government by different orders. The references which are being disposed off by this award are as follows:

No.	I.D.No.	Reference No.	Parties Name
1	2	3	4
1	102/97	L-22012/437/96-IR (C-II), dated 31-1-97	Jagroop Beniwal Vs. Food Corporation of India
2	174/97	L-22012/406/96-IR (C-II), dated 19-9-97	Karamveer Singh Vs. Food Corporation of India

1	2	3	4	1	2	3	4
3	222/98	L-22012/412/96-IR (C-II), dated 19-9-97	Nafe Singh Vs. Food Corporation of India	20	180/02	L-22012/154/01/IR/ CM-II, dated 21-8-02	Balwan Singh Vs. Food Corporation of India
4	224/98	L-22012/513/96-IR (C-II), dated 19-9-97	Raja Vs. Food Corporation of India	21	184/02	L-22012/156/01/IR/ CM-II, dated 21-8-02	Raj kumar Vs. Food Corporation of India
5	226/98	L-22012/436/96-IR (C-II), dated 19-9-97	Som/Sohn Vs. Food Corporation of India	22	200/03	L-22012/70/99/IR/ C-II, dated 15-12-03	Satpal Vs. Food Corporation of India
6	228/98	L-22012/510/96-IR (C-II), dated 19-9-97	Ram Kumar Vs. Food Corporation of India	23	204/03	L-22012/471/99/IR/ C-II, dated 15-12-03	Tara Chand Vs. Food Corporation of India
7	230/98	L-22012/528/96-IR (C-II), dated 19-9-97	Roshan Lal Vs. Food Corporation of India	24	206/03	L-22012/344/99/IR/ C-II, dated 15-12-03	Balbair Singh Vs. Food Corporation of India
8	232/98	L-22012/413/96-IR (C-II), dated 19-9-97	Shamsher Singh Vs. Food Corporation of India	25	208/03	L-22012/281/99/IR/ C-II, dated 15-12-03	Gambir Singh Vs. Food Corporation of India
9	234/98	L-22012/435/96-IR (C-II), dated 19-9-97	Suresh Kumar Vs. Food Corporation of India	26	210/03	L-22012/201/98/IR/ C-II, dated 15-12-03	Mam Chand Vs. Food Corporation of India
10	236/98	L-22012/514/96-IR (C-II), dated 19-9-97	Maharveer Vs. Food Corporation of India	27	18/04	L-22012/341/98/IR/ C-II, dated 4-6-03	Ram Kumar Vs. Food Corporation of India
11	238/98	L-22012/440/96-IR (C-II), dated 19-9-97	Jagjit Singh Vs. Food Corporation of India	28	20/04	L-22012/317/98/IR/ C-II, dated 4-6-03	Raamesh Kumar Vs. Food Corporation of India
12	240/98	L-22012/441/96-IR (C-II), dated 19-9-97	Ved Parkash Vs. Food Corporation of India	29	22/04	L-22012/310/98/IR/ C-II, dated 4-6-03	Kusam Das Vs. Food Corporation of India
13	242/98	L-22012/408/96-IR (C-II), dated 19-9-97	Satbir Singh Vs. Food Corporation of India	30	26/04	L-22012/318/98/IR/ C-II, dated 4-6-03	Daya Nand Vs. Food Corporation of India
14	288/00	L-22012/5/00/IR/ CM-II, dated 4-8-00	Subhash Chander Vs. Food Corporation of India	31	28/04	L-22012/334/98/IR/ C-II, dated 4-6-03	Joginder Vs. Food Corporation of India
15	290/00	L-22012/7/00/IR/ CM-II, dated 4-8-00	Satpal Vs. Food Corporation of India	32	30/04	L-22012/313/98/IR/ C-II, dated 4-6-03	Krishan Kumar Vs. Food Corporation of India
16	361/00	L-22012/106/00/IR/ CM-II, dated 18-9-00	Mulak Raj Vs. Food Corporation of India	33	32/04	L-22012/337/98/IR/ C-II, dated 4-6-03	Babu Ram Vs. Food Corporation of India
17	367/00	L-22012/107/00/IR/ CM-II, dated 18-9-00	Vinod Kumar Vs. Food Corporation of India	34	36/04	L-22012/342/98/IR/ C-II, dated 4-6-03	Raj Kumar Vs. Food Corporation of India
18	34/01	L-22012/230/00/IR/ C-II, dated 15-1-01	Sajan Singh Vs. Food Corporation of India	35	38/04	L-22012/488/98/IR/ C-II, dated 4-6-03	Raghuvir Singh Vs. Food Corporation of India
19	338/01	L-22012/153/99/IR/ C-II, dated 5-12-01	Dharambir Singh Vs. Food Corporation of India				

1	2	3	4	1	2	3	4
36	40/04	L-22012/336/98/IR/ C-II, dated 15-12-03	Ram Pal Vs. Food Corporation of India	52	76/04	L-22012/220/99/IR/ C-II, dated 4-6-03	Rameshwar Dass Vs. Food Corporation of India
37	42/04	L-22012/226/98/IR/ C-II, dated 4-6-03	Amar Singh Vs. Food Corporation of India	53	78/04	L-22012/279/99/IR/ C-II, dated 4-6-03	Satish Kumar Vs. Food Corporation of India
38	44/04	L-22012/225/98/IR/ C-II, dated 4-6-03	Charan Dass Vs. Food Corporation of India	54	82/04	L-22012/215/99/IR/ C-II, dated 4-6-03	Satpal Singh Vs. Food Corporation of India
39	46/04	L-22012/222/98/IR/ C-II, dated 4-6-03	Sohan Lal Vs. Food Corporation of India	55	84/04	L-22012/228/99/IR/ C-II, dated 4-6-03	Nirmal Singh Vs. Food Corporation of India
40	48/04	L-22012/228/98/IR/ C-II, dated 4-6-03	Dharam Pal Vs. Food Corporation of India	56	86/04	L-22012/225/99/IR/ C-II, dated 4-6-03	Jogi Ram Vs. Food Corporation of India
41	50/04	L-22012/227/98/IR/ C-II, dated 4-6-03	Balbinder Singh Vs. Food Corporation of India	57	88/04	L-22012/216/99/IR/ C-II, dated 4-6-03	Jeet Singh Vs. Food Corporation of India
42	56/04	L-22012/335/98/IR/ C-II, dated 4-6-03	Gurmail Singh Vs. Food Corporation of India	58	90/04	L-22012/3/99/IR/ C-II, dated 4-6-03	Joginder Kumar Vs. Food Corporation of India
43	58/04	L-22012/284/99/IR/ C-II, dated 4-6-03	Rai Singh Vs. Food Corporation of India	59	92/04	L-22012/481/98/IR/ C-II, dated 4-6-03	Krishan Singh Vs. Food Corporation of India
44	60/04	L-22012/155/99/IR/ C-II, dated 4-6-03	Satpal Singh Vs. Food Corporation of India	60	96/04	L-22012/112/99/IR/ C-II, dated 15-12-03	Rajinder Kumar Vs. Food Corporation of India
45	62/04	L-22012/151/99/IR/ C-II, dated 4-6-03	Madan Lal Vs. Food Corporation of India	61	98/04	L-22012/113/99/IR/ C-II, dated 4-6-03	Ramesh Kumar Vs. Food Corporation of India
46	64/04	L-22012/341/99/IR/ C-II, dated 4-6-03	Banu Ram Vs. Food Corporation of India	62	100/04	L-22012/2/99/IR/ C-II, dated 4-6-03	Karambir Singh Vs. Food Corporation of India
47	66/04	L-22012/202/98/IR/ C-II, dated 4-6-03	Ram Kumar Vs. Food Corporation of India	63	102/04	L-22012/114/99/IR/ C-II, dated 4-6-03	Sunder Lal Vs. Food Corporation of India
48	68/04	L-22012/69/99/IR/ C-II, dated 4-6-03	Parveen Kumar Vs. Food Corporation of India	64	104/04	L-22012/480/98/IR/ C-II, dated 4-6-03	Joginder Singh Vs. Food Corporation of India
49	70/04	L-22012/484/98/IR/ C-II, dated 4-6-03	Parveen Kumar Vs. Food Corporation of India	65	106/04	L-22012/482/98/IR/ C-II, dated 4-6-03	Ranjeet Singh Vs. Food Corporation of India
50	72/04	L-22012/75/99/IR/ C-II, dated 4-6-03	Barkha Ram Vs. Food Corporation of India	66	110/04	L-22012/15/99/IR/ C-II, dated 4-6-03	Karnail Singh Vs. Food Corporation of India
51	74/04	L-22012/485/98/IR/ C-II, dated 4-6-03	Ishwar Singh Vs. Food Corporation of India	67	112/04	L-22012/4/99/IR/ C-II, dated 4-6-03	Randhir Singh Vs. Food Corporation of India
				68	114/04	L-22012/7/99/IR/ C-II, dated 4-6-03	Satpal Singh Vs. Food Corporation of India

1	2	3	4	1	2	3	4
69	116/04	L-22012/1/99/IR/ C-II, dated 4-6-03	Ashok Kumar Vs. Food Corporation of India	86	14/09	L-22012/64/04/IR/ CM-II, dated 30-12-04	Ashwani Kumar Vs. Food Corporation of India
70	118/04	L-22012/489/98/IR/ C-II, dated 4-6-03	Pawan Kumar Vs. Food Corporation of India	87	15/09	L-22012/65/04/IR/ CM-II, dated 30-12-04	Mahender Singh Vs. Food Corporation of India
71	181/04	L-22012/479/98/IR/ C-II, dated 3-6-04	Yatinder Pal Singh Vs. Food Corporation of India	88	16/09	L-22012/392/04/IR/ CM-II, dated 18-8-05	Satpal Singh Vs. Food Corporation of India
72	182/04	L-22012/467/99/IR/ C-II, dated 3-6-04	Devi Dass Vs. Food Corporation of India	89	17/09	L-22012/393/04/IR/ CM-II, dated 18-8-05	Suraj Bhan Vs. Food Corporation of India
73	183/04	L-22012/232/98/IR/ C-II, dated 3-6-04	Rajinder Kumar Vs. Food Corporation of India	90	18/09	L-22012/395/04/IR/ CM-II, dated 18-8-05	Shiv Charan Vs. Food Corporation of India
74	184/04	L-22012/277/99/IR/ C-II, dated 3-6-04	Ram Gopal Vs. Food Corporation of India	91	19/09	L-22012/394/04/IR/ CM-II, dated 18-8-05	Dev Raj Vs. Food Corporation of India
75	185/04	L-22012/346/99/IR/ C-II, dated 3-6-04	Sanjay Kumar Vs. Food Corporation of India	92	20/09	L-22012/448/04/IR/ CM-II, dated 29-8-05	Angrej Singh Vs. Food Corporation of India
76	186/04	L-22012/149/99/IR/ C-II, dated 3-6-04	Dharambir Singh Vs. Food Corporation of India	93	21/09	L-22012/449/04/IR/ CM-II, dated 29-8-05	Pardeep Kumar Vs. Food Corporation of India
77	187/04	L-22012/102/99/IR/ C-II, dated 3-6-04	Suresh Kumar Vs. Food Corporation of India	94	22/09	L-22012/444/04/IR/ CM-II, dated 29-8-05	Lajja Ram Vs. Food Corporation of India
78	188/04	L-22012/13/99/IR/ C-II, dated 3-6-04	Kitab Singh Vs. Food Corporation of India	95	23/09	L-22012/446/04/IR/ CM-II, dated 29-8-05	Dhan Singh Vs. Food Corporation of India
79	194/04	L-22012/387/97/IR/ C-II, dated 27-5-04	Rampal Vs. Food Corporation of India	96	24/09	L-22012/445/04/IR/ CM-II, dated 29-8-05	Jaswant Singh Vs. Food Corporation of India
80	255/04	L-22012/331/2003/IR/ CM-II, dated 29-6-04	Sukhvinder Singh Vs. Food Corporation of India	97	25/09	L-22012/447/04/IR/ CM-II, dated 29-8-05	Pawan Singh Vs. Food Corporation of India
81	256/04	L-22012/332/2003/IR/ CM-II, dated 29-6-04	Sukhvinder Singh Vs. Food Corporation of India	98	26/09	L-22012/390/04/IR/ CM-II, dated 18-8-05	Mahabir Singh Vs. Food Corporation of India
82	257/04	L-22012/333/2003/IR/ CM-II, dated 29-6-04	Manjinder Singh Vs. Food Corporation of India	<p>Common questions of law and facts are involved in all these references which afforded an opportunity to this Tribunal for adjudication of these references by a single award. The main questions for determination in all the references are as follows :—</p> <p>(1) Whether the workmen are the employees of the management of Food Corporation of India ?</p> <p>(2) To what relief, if any they are entitled ?</p> <p>It is alleged by all the workmen that they were engaged by the management of Food Corporation of India on different dates and without notice or retrenchment</p>			
83	258/04	L-22012/329/2003/IR/ CM-II, dated 29-6-04	Tarsen Singh Vs. Food Corporation of India				
84	259/04	L-22012/330/2003/IR/ CM-II, dated 29-6-04	Hakkam Singh Vs. Food Corporation of India				
85	13/09	L-22012/66/04/IR/ CM-II, dated 30-12-04	Dharam Chand and other Vs. Food Corporation of India				

compensation, their services were terminated. The contention of the management in all the references has been that there was no relationship of employer and employee between the workman and the management of Food Corporation of India because the services of the workmen were provided to the management by the different contractors. The different agencies, as per the contention of the management, provided the services to the management of Food Corporation of India. The payment of wages was made good to the workman by the contractors and not by the Food Corporation of India and there has been no administrative control of the management of Food Corporation of India for all the workmen.

Parties were afforded the opportunity for adducing evidence. Oral evidence was recorded in some of the cases. Management of Food Corporation of India almost in all the cases, and in few cases the workman also preferred to file the documentary evidence which were marked exhibits according to the procedure laid down in Industrial Disputes Act. Parties were also afforded the opportunity of being heard.

It is hereby made clear that these references were pending adjudication in CGIT-cum-Labour Court-II. The CGIT-cum-Labour Court-II was lying vacant and Central Government vide an administrative order transferred all the pending references to this Tribunal. Number of references relating to the references transferred from Tribunal No.-II, were pending adjudication before this Tribunal in which the evidence was recorded by this Tribunal and even arguments were heard. Learned counsel for both of the parties contended that question involved in all the references is the same, hence, all the references be disposed off by single award. The statement of workman and the prescribed authorities of the management was also recorded. All preferred for adjudication of the grievances by a single award along with the references previously pending adjudication before this Tribunal.

I have gone through all the files. It is evidently clear, that the matter involved in all the files is almost similar and the grievances can be redressed by a single award. No doubt, in few of the files there are some additional pleas taken by the workman. The pleas so taken shall be discussed and dealt with separately in this award. So for the purpose of adjudication of all these references, I have consolidated the files and answering all these references by this award.

Arguments of both of the parties were heard in length. The main arguments of learned counsel/representative of the workmen were that all the workmen were engaged by the management of Food Corporation of India directly by the contractor as shown by the management is illegal, being against the provisions of the Contract Labour (Regulation and Abolition) Act, 1970. It has also been argued by learned counsel for the workmen that all the workmen were directly under the administrative control of the management. They

were paid the wages by the management of Food Corporation of India and in fact they were the employees of the management of Food Corporation of India and not of the contractor.

On the other hand, learned counsel for the management submitted that there existed no relationship of employer-employee between the workmen and the management of Food Corporation of India. The services of the workmen were provided by the different contractors. The consolidated contracted amount was paid to the contractors by the management of Food Corporation of India, and thereafter, the wages of the workmen were paid by the contractors and not by the Food Corporation of India. It has further being submitted by the learned counsel for the management that there has been no violation of any provisions of the Contract Labour (Regulation and Abolition) Act, 1970. If there is a violation of the provisions of the said Act, the workmen shall not be treated the direct employees of the management of Food Corporation of India, but it will result into the criminal action against the concerned authorities under the penal provisions of the said Act.

So far as the relationship between the workman and the management of Food Corporation of India is concerned, it is a matter of fact and will be adjudicated on perusal of the pleadings filed and evidence adduced by the parties.

In few of the references, it is challenged that contractor rendered the services but the contract was sham and camouflage. In few of the references, it is also challenged by the workmen that the work of Class-IV employees was taken from them, whereas, they were said to be engaged as security guards through a contractor. It is contended by learned counsel for the workman that for the working of Class-IV employee, the workmen became the direct employee of the Food Corporation of India.

Almost in all the references, it is admitted that no appointment letter was issued by the management. No doubt, it is denied by the workmen that payment of wages were made good by the contractor but the documentary evidence filed by the management proved that payment to the workmen were made good by the contractor and not by the management of Food Corporation of India. Hon'ble Supreme Court in 2008 LLR 801, GM, ONGC Shilcher Vs. ONGC Contractual Workers Union, has laid down the criteria to establish the direct employee-employer relationship between the workman and the management of any organization. If we apply the ratio of GM, ONGC Shilcher case (supra) the workmen has to prove the following facts to establish the employee-employer relationship.

- (1) That there existed a relationship of master and servant,
- (2) That there was no contractor appointed by the management of Food Corporation of India.

- (3) The management of Food Corporation of India used to supervise the alleged work assigned to individual workers.
- (4) That the management of Food Corporation of India took disciplinary action and called for explanations from the workers,
- (5) That the workers were paid wages by the management of Food Corporation of India directly and not through the contractor.
- (6) At the cost of repetition, the wages were paid directly to the workers by the management of Food Corporation of India and the acquaintance role were prepared by the management of Food Corporation of India to make the payment to the workers.

If above mentioned ratio of GM, ONGC, Shilchar's case is applied in all the references, it is clear that workmen failed to prove that they were appointed/engaged by the management of Food Corporation of India. There is no iota of evidence on record to prove that they were directly under the administrative control of the management of Food Corporation of India. No doubt, it is contended by the workmen that their attendance were marked by the officers/officials of the management of Food Corporation of India, but it will not be sufficient to prove the administrative control over them. They were supposed to file/adduced some cogent evidence like sanction of leave application, disciplinary action taken by the management of Food Corporation of India, if any, etc. The two instances enumerated by the workmen in all the references are not sufficient to constitute the administrative control of the management of Food Corporation of India over all the workmen. Thus, the workmen have failed to prove that they were under the administrative control of the management of Food Corporation of India. On the payment of wages the management of Food Corporation of India has filed the documentary evidence which proved that consolidated amount on the basis of number of days worked by the workmen were given to the contractor, and contractor on the other hand, used to pay the wages to the workmen. The management has filed all the relevant documents such as attendance sheet signed by the officers of the management of Food Corporation of India, order of payment based on the attendance of the workmen to the contractor, and thereafter, the payment of wages by the contractor to the workmen. Moreover, in few references the contractors appeared as witnesses. They have categorically stated that the services of the workmen were provided by them to the management of Food Corporation of India and the workmen were not the employee of the management of Food Corporation of India.

On perusal of all the evidence oral and documentary given by the workmen, officer of the management of Food Corporation of India and the contractor, I am of the view that payment of wages to all the workmen were made good

by the contractor and not by the management of Food Corporation of India.

The above discussion proved that neither the workmen were appointed/engaged by the management of Food Corporation of India nor they were under the administrative control of the management of Food Corporation of India. They were also not paid the wages by the Food Corporation of India. Hence, there existed no master-servant relationship between the management of Food Corporation of India and all the workmen.

In few of the references, as stated earlier, it was contended that the workmen worked as Class-IV employee, whereas, they were shown as the security guards by the so called contract. It was further contended by the workmen that the working as Class-IV employee was against the terms of the contract, the workmen shall be treated as the direct employee of the Food Corporation of India.

Now the question before this Tribunal is whether the change in the nature of work will be sufficient to make the workmen under the direct administrative control of the management of Food Corporation of India. For all purposes except the change in the nature of the work, it is established that the services of the workmen were provided by a contractor to the management as security guards. In my view, it was a perfect contract and in violation of any term of contract by any officer of the Food Corporation of India, it will not result to treat workmen as Class-IV employee under the direct administrative control of the management of Food Corporation of India as no workmen was appointed as Class-IV employee. There is no such evidence on record to prove the intention of the management to engage the workmen directly as Class-IV employees. There are rules for appointment/engagement of Class-IV employee. The rules regarding the engagement/appointment of Class-IV employee were not comply with while engaging the present workmen. Moreover, it is contended that previous engagement was made by a contractor as security guard but thereafter, few officers of the Food Corporation of India engage them for Class-IV employee. In few references it is for a day whereas, in some other references it is for 15 or more days. Thus, by engaging the security guards as Class-IV employee, in my view, the officer of the management of Food Corporation of India has committed the wrong for violation of the terms of the contract. But the law cannot permit any officer to violate any rule or procedure by such change of nature of work. If it is permitted, it will result into lawlessness in the organization. Hon'ble the Supreme Court in *State of West Bengal and others Vs. Banibrata Ghosh and others* on 2-2-2009, has propounded the same principle of law that a teacher appointed against the leave vacancy cannot be deemed or directed to be appointed against the permanent vacancy. For the appointment against the permanent vacancy procedure laid down in rules and regulations of the department are to be followed.

Accordingly, if the ratio of *Banibrata Ghosh* case (supra) is applied to the instant case, the workmen, cannot

be considered as Class-IV employees working with the management of Food Corporation of India just on the basis of the fact that they, instead of working as security guard, worked as Class-IV employee. For their working as Class-IV employee they may claim a reasonable compensation under the appropriate law against the officer who have change nature of work in violation of the terms of the contract, but this change of nature of work cannot create the relationship of employer and employee between the workman and the management of Food Corporation of India.

Likewise, in few of the references as mentioned above the issue before the Tribunal is that the contract was executed on future dated stamp. Meaning thereby, the contract was created with retrospective effect. On this very ground learned counsel for the workman has submitted that this contract is camouflage and shame.

In *GM, ONGC, Shilchar's Case (supra)* the conditions under which a contract can be treated a camouflage and shame are mentioned. Hon'ble Supreme Court in this case has relied upon the law laid down in *Steel Authority of India Ltd. and others Vs. National Union Water Workers and others AIR 2001 Supreme Court 3527 (1)*. The question before this Tribunal is under what circumstances a contract between the management of Food Corporation of India and the workmen can be held to be shame and camouflage? In case the contract has been held to be shame or camouflage, the contract labour working in the management of the principal employment are held to be employees of principal employer himself. It depends on the facts and circumstances of the each case whether the contract executed in between the management and the contractor is camouflage and shame. It is also a issue of facts and has to be decided on the basis of the facts and circumstances of the case. Whether there is a genuine contractor, and whether there is a proper master-servant relationship in between the management of Food Corporation of India and the workmen also depends on the facts and circumstances of the case. Likewise, whether they were directly under the administrative control of the Food Corporation of India and were paid wages directly by the management of Food Corporation of India also depends on the facts and circumstances of the case. The Court has to look into whether these facts emerged in reality or there was some paper arrangement to make the payment good to the workmen through contractor.

In these references, it is challenged by the workmen that contract is shame and camouflage. It is proved beyond doubt that the workmen were not appointed/engaged directly by the management of Food Corporation of India as per its rules and regulations. They were not under the administrative control of the Food Corporation of India nor paid the wages directly by the Food Corporation of India. The only issue raised before this Tribunal to declare this contract camouflage is that the contract was executed with prospective effect. It was back dated contract. The

execution of such a contract is admitted to the management and no explanation is given how and why it was executed? But alone on this fact this Court cannot declare or directed that the workmen became the employees of the management of Food Corporation of India. The term contract is defined in the Indian Contract Act. All the agreements enforceable by law are contracts. Agreements are made by two persons when they agree on the same thing in the same sense. The contract may be oral or written. It is also possible that two persons may agree on the same thing in the same sense to do any act, and they may reduce it into the writing after a month or so. It is not prohibited under the law. To declare a contract a camouflage or shame, as stated earlier, it is to be seen whether a paper arrangement was made to make the payment good. On considering the facts and circumstances of the case, I am of the view that this is not case in these references. Merely the contract was reduce in writing, in few references, after one month or so, the workmen cannot be deemed to be in services of the management of Food Corporation of India. Unless and until the terms and conditions as laid down in *GM, ONGC Shilchar's case (supra)* are not complied with, no workmen can be treated as the direct employee of the Food Corporation of India. Thus, I am of the view that such execution of contract shall not create a relationship of employer and employee between the workmen and the management of the Food Corporation of India.

The next issue for the disposal before this Tribunal is whether the workmen will be deemed to be in the services of the management of Food Corporation of India on account of violation of any of the provisions of Contract Labour (Regulation and Abolition), Act 1970. It is issue of law and has limited concern with the facts. On the issue of facts, I have already given my view that the workmen or not employees of the management of Food Corporation of India but their services were provided by the different contractors to the management. As this issue of law is also raised by the parties, it is the duty of this Tribunal to decide it as well. On this issue there may be three circumstances:-

- (1) There may be a case where the practice of contract labour is prohibited by the appropriate Government under Section 10(1) of the Contract Labour (Regulation and Abolition) Act, 1970.
- (2) There may be an issue regarding the registration of establishment of principal employer under Section 7 of the Contract Labour (Regulation and Abolition) Act, 1970.
- (3) There may be an issue regarding the license by the contractor under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970.

The issue to be decided is whether in the case of violation of any of the provisions mentioned under Section 10(1), Section 7 and Section 12 of the Contract Labour

(Regulation and Abolition) Act, 1970, the contract labour shall be deemed to be an employee of the principal employer.

This issue has been settled by Hon'ble the Apex Court in **Steel Authority of India Ltd.'s case (supra)**. Moreover, **Pb. and Har. High Court in Food Corporation of India and others Vs. Presiding Officer, Central Government Industrial Tribunal-cum Labour Court-I, Chandigarh and others 2008 LLR 391**, has decided this issue after relying the ratio of **Steel Authority of India Ltd., case (Supra)**. Without mentioning the relevant paras of **Steel Authority of India Ltd., case (supra)** and **Food Corporation of India and others Vs. Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court case (supra)**, I am relying the ratio of both of the judgments, and the ratio of both of the judgment is that if there is any violation of Section 7, Section 10 and Section 12 of the Contract Labour (Regulation and Abolition) Act, then only penal provisions of Section 23 and Section 25 of the said Act are attracted. Hence, it is nowhere provided that such employees, employed through the contractor would become employees of the principal employer. I have gone through the facts and circumstances of the case. Almost in all the references the registration and the license have been produced by the management of Food Corporation of India. It may only resulted in penal actions under Section 23 and Section 25 of the Contract Labour (Regulation and Abolition) Act, 1970, if there is any violation of any provisions of the Contract Labour (Regulation and Abolition) Act.

Accordingly, I am of the view that none of the workmen was the employee of the management. There was no relationship of master-servant and employer and employee between the workmen and the management of Food Corporation of India. Thus, no question for termination of the services of workmen by Food Corporation of India arise. All the references are answered accordingly and the workman are not entitled for any relief. Central Government be informed and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 27 मई, 2009

का.आ. 1743.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एच. डी.एफ. सी. बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय I चण्डीगढ़ के पंचाट (संदर्भ संख्या 13/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/174/2008-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 13/2008) of the Central Government Industrial Tribunal-Cum-Labour Court, I Chandigarh as shown in the Annexure in the Industrial Dispute between the management of H.D.F.C. Bank and their workman, received by the Central Government on 26-05-2009.

[No. L-12012/174/2008-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1
CHANDIGARH**

Case No. I.D. 13/2008

Shri Ajit Singh S/o Shri Baldev Singh, R/o Vill. Nadha Killi, Tehsil Fazilka, Distt. Ferozepur.

....Applicant

Versus

The General Manager, HDFC Bank Ltd., Regional Office, SCO 78-79, Madhya Marg, Sector -8, Chandigarh.

....Respondent

APPEARANCES

For the workman: None.

For the management: Sri Parveen Gilhotra and Amit Rishi.

AWARD

Passed on 23-4-09

Central Government vide notification No. L-12012/174/2008 IR (B-I), dated 18-2-2009, has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of HDFC Bank Ltd., in terminating the services of Shri Ajeet Singh S/o Shri Baldev Singh, Liability Coex (Clerk) w.e.f. February, 2008 without following the provisions of Section 25F of the ID Act, is legal and justified? If not, what relief the workman concerned is entitled to?"

2. Case repeatedly called. None has put up appearance on behalf of the workman despite notices. On 2-3-09 notice was issued to the workman for 17-3-09 but workman has not put up appearance on that date. Again court notice for today was issued to the workman for his appearance and for filing of claim statement. Today again workman has not ensured his presence. It appears that workman is not interested to pursue the present claim in reference. In view of the above, the present claim in reference is returned to the Central Government for want of prosecution. Central Government be informed. file be consigned.

Chandigarh

23-4-09

G.K.SHARMA, Presiding Officer

नई दिल्ली, 27 मई, 2009

का.आ. 1744.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 71/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/142/2007-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1744.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 71/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workman, which was received by the Central Government on 26-5-2009.

[No. L-12012/142/2007-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, 12th May, 2009

Present : Shri A. N. Janardanan, Presiding Officer

Industrial Dispute No. 71/2007

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of State Bank of India and their Workman)

BETWEEN

Sri N. Rajasekarappa : 1st Party/Petitioner

V/s.

The Chief General Manager

State Bank of India

Local Head Office, Circle

Top House, 16, College

Road, Chennai-600006 : 2nd Party/Respondent

APPEARANCE

For the Petitioner : Sri S. Vaidyanathan

For the Management : Mr. V.R. Gopalarathnam

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/142/2007-IR(B-1) dated 29-10-2007 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the action of the Management of State Bank of India in discharging the services of Sri N. Rajasekarappa is legal and justified" If not, to what relief the workman concerned is entitled?"

2. Both sides appeared and filed their Claim Statement and Counter Statement as the case may be :

3. Bereft of unnecessary details case of petitioner is as follows:

The petitioner appointed as a Temporary Messenger under the Respondent on 18-9-1973, subsequently confirmed w.e.f. 27-12-1980 and thereafter promoted as Clerk from 20-10-1993 while was working as RC/Cashier at Thirukoilur branch of the Respondent Bank with 21 years of service till then was discharged from service on 23-12-2001 for alleged lapses on 01-02-1999. When called upon, he admitted his lapses in his letter dated 29-7-1999. He was thereafter charge sheeted for misappropriation of Rs. 59,837 and for unauthorized possession of remitter's copies of government challans. He submitted explanation on 9-3-2000. An enquiry was ordered and conducted against him. The bank promised orally to let him off with a minor punishment and in the enquiry Charge Nos. 1 to 4 were held proved. He submitted explanation. The Disciplinary Authority concurred with the finding of the Enquiry Officer and proposed a punishment of dismissal without notice on 13-12-2000, giving a personal hearing on 26-12-2000. He submitted that the proposed punishment tantamount to his economic death. He was discharged under final order dated 23-2-2001. The appeal preferred before the Appellate Authority only confirmed the finding after his personal hearing. The disciplinary procedure followed is in violation of principles of natural justice. Even in a case of admission, the charges have to be established legally. No documents were marked and no material witnesses were examined. The Disciplinary Authority acted in a biased manner. The punishment awarded is disproportionate. A similarly guilty person Valarmathinathan was imposed with lesser punishment by bringing down the scale. While admitting the charges. He never admitted misappropriation of money. It is under a hope of lesser punishment, he admitted the charges. By varying to punishment of discharge, the Disciplinary Authority really intended conferment of benefit of pension to him. The deprivation of pension for the services already rendered between 18-9-1973 to 2001 is illegal though he has 20 years of pensionable service. It is not stated in the order of punishment that period of suspension will not be taken into account for pension. With the deprivation of pension, he is imposed with double punishment. Similarly delinquent employees have been reinstated by the bank on making good the loss. The petitioner has examples of such similarly placed delinquents as the case of one Mr. Thangavelu and Valarmathinathan. The petitioner prays that the reference may be answered in his favour.

4. The Respondent in the Counter Statement alleged as follows:

For misconduct committed by the petitioner, he was charged as follows:

- (a) Misappropriation of remittance of Rs. 59,837 made by customers.
- (b) Defrauding bank by stamping remitter's copy of challan "cash received" and other copies in his personal custody.
- (c) Disposing of remitter's copy of challans exceeding Rs. 3,000/- without getting countersigned to defraud bank and customers.
- (d) Failure to account in the branch books a sum of Rs. 572 on 4-1-1999 and misappropriation of the same.

The petitioner on 11-3-2002 admitted the four charges. He remitted Rs. 50,000/- on 2-2-2000 and agreed to pay the balance within March, 2000. Again in an enquiry held, the petitioner unconditionally accepted the first two charges and denied the other two charges. The copies of enquiry report and proceedings were sent to the petitioner. The petitioner submitted comments. The Disciplinary Authority after a personal hearing of the petitioner on 23-2-2001 imposed the punishment of discharge instead of the proposed punishment of dismissal without notice treating the period of suspension as suspension. The appeal preferred was rejected on 14-8-2001. The enquiry has been held in accordance with the principles of natural justice. It was not biased against the petitioner. The petitioner admitted the charges voluntarily. It was not under force or on an assurance to impose lesser punishment. The petitioner admitted misappropriation of money. It is denied that double punishment was imposed. It is not correct to say that eligibility for pension was the persuading criterion for the bank to change "dismissal" to "discharge". It is denied that the period of suspension is always treated as duty only for the purpose of pension. It is on the discretion of the Disciplinary Authority in a judicious manner. The manner of similar delinquents being dealt with narrated by the petitioner cannot be equated to the facts of the case pertaining to the petitioner. Each case depended upon the facts of that particular case. There is no discrimination against the petitioner. Pension if granted would amount to putting premium on the misconduct of the petitioner. The petitioner has not become eligible for pension under the Pension Fund Rules. The reference may be answered against the petitioner.

5. The points for determination are:

- (i) Whether the discharge of the petitioner is legal and justified?
- (ii) If not, to what relief the petitioner is entitled?

Point No.1

6. On the side of the petitioner Ex.W 1 to Ex.W 11 and on the side of the Respondent Ex.M 1 to Ex.M 10 were marked on mutual consent. No oral evidence was adduced on either side. Heard both sides.

7. The case of both the petitioner and Respondent/ Management is common as to the fact that against the charges levelled against the petitioner the first and second charge have been admitted by the petitioner whereas the third and fourth charge have not been admitted. According to the Respondent, the admission of charges is unconditional whereas according to the petitioner, the Respondent was coercing him to bring about the admission of the charge from him and in fact he has not actually admitted misappropriation of any amount by him. This is emphatically denied by the Respondent. Again according to the petitioner, the Respondent offered to impose lesser punishment in the event of the petitioner admitting the charges but this is also denied by the Respondent according to which the petitioner was voluntarily admitting the charges and he was agreeing to make good the loss occasioned to the bank in two instalments of which the first instalment of Rs. 50,000/- was remitted by him to the credit of the bank leaving the balance to be allowed to be remitted by March, 2000. There was yet an enquiry held by the Management against the petitioner into the charges against him and on the enquiry report, the proposed punishment of dismissal without notice was changed into discharge by the Disciplinary Authority before which the petitioner did have opportunities for personal hearing as well as to file his written submissions and thereby to explain the compelling circumstances under which he committed the misconduct.

8. Now the petitioner has challenged the enquiry proceedings as being violative of principles of natural justice and procedures in the awards and settlements governing service conditions of bank employees. According to the petitioner, the admission of documents in the enquiry was not proper. No witnesses have been examined. He also imputes biased conduct towards him by the Disciplinary Authority. He would contend that even in a case of admission of charge, the prosecution has to prove the charge through admissible evidence. According to him, he was forced to admit the charges and he made good the loss sustained by the bank in spite of that an excessive punishment disproportionate to the lapses is imposed. He has also a case of being discriminated against similar delinquents. All these are denied by the Respondent. It is pointed out on behalf of the Respondent that depending upon the facts and circumstances of each case of the delinquents referred to by the petitioner, the Disciplinary Authority in exercise of its discretion judiciously has treated different case differently. It does not become discriminatory against the petitioner having regard to the particular facts of each case. Therefore, the said contention of the petitioner is not sustainable. Even regarding treatment of the period of suspension as period spent on duty, it is for the Pension Sanctioning Authority to exercise his discretion properly and to decide whether or not a certain delinquent is entitled to be extended the benefit of pension treating the period of suspension as a period spent on duty. Against the fact that the imposed punishment of

dismissal was varied into one of discharge by the Disciplinary Authority is to be taken as a circumstance with an intent to confer entitlement to the petitioner for that period being treated as pensionable service as claimed by the petitioner, the case of the Respondent is that such an intent was not there while the Disciplinary Authority exercised the discretion to vary the punishment of dismissal to discharge. The contention on behalf of the Respondent is that since petitioner having admitted the charges unconditionally and on consideration of the various factors the Disciplinary Authority having varied the punishment from dismissal to discharge which is commensurate with the gravity of the offence, he cannot further be extended any reduction in the punishment. The admitted charges amount to major misconduct committed by the delinquent. Therefore, the petitioner is not entitled to any further reduction in the punishment. The punishment imposed is not disproportionate and, therefore, it does not call for further downgrade variation to his like. The petitioner though has enumerated a set of instances in which similar delinquents have been meted out with lesser punishment, he has not let out any evidence to show that the facts and circumstances in relation to the incident in this case as similar to that of those delinquents for an on par treatment with them. But in view of the fact that the Respondent has not denied this instance in the Counter Statement but has rather admitted such instances virtually and proceeding to meet the case of the petitioner by pleading that such instances cannot be equated mutually and further has clung to the stand that there is no discrimination against the petitioner, thereby a duty or the burden to prove that the instances quoted by the petitioner are not akin to that of petitioner is cast on him. But that duty is not discharged by the Respondent who has shunned the witness box. Discernibly, a similar duty is not on the petitioner for the fact that instances averred by him are admitted by the Respondent. It is good to remember that an admitted fact need not be proved. When it is the case of the Respondent that such instances were appropriately dealt with by the Disciplinary Authorities in exercise of proper discretion judiciously, as to whether it is actually so is a matter which should be within the realm of enquiry before this forum. Here again the enquiry is only limited to the quantum of punishment. Though the admission is not in absolute terms from the couching of the same it could be found that each instance is to the particular knowledge of the Respondent and Respondent is hesitating to admit them wilfully. Since the Respondent is known to identify the instances, the bounden duty is on the Respondent to prove that the case of petitioner does not squarely come under such circumstance for on par treatment, which is not done. As to the fact of unequal treatment to similarly placed delinquents, it is for the Respondent to explain away such disparity, which has not been done. A negation of such right deprives to the petitioner the fundamental right of being treated equally with the like, true not with the unlike. Hence, it is for the Respondent to establish that the case of petitioner was not like that in the instances mentioned by

him for on par treatment with them. When once a decision is taken on a discretion it has to be in judicious exercise and when that is called in question it is to be proved that the discretion has been exercised judiciously. For the purpose the authority who exercised the discretion has a duty to appear in the box and substantiate that fact.

9. In the industrial adjudicatory process strict rules of the Evidence are not of invariable application. It does not mean that hypertechnical rules of Evidence are always to be kept away from the realm invariably in all the cases in an exhaustive manner. Each case is to depend on the facts and circumstances of that particular case. What has to be guarded against predominantly are: Perversity in the proceedings or findings, violation of principles of natural justice, illegality etc. consistent with the principles of justice, equity and conscience. In the case on hand while the enquiry proceedings and the finding thereon are only to be upheld as already mentioned above, I am of the view that on the aspect of the proportionality of punishment rendered the same is not commensurate with justice equity and good conscience. It is again against the principles of natural justice, apart from being against the right to equal treatment under the Constitution of India. While the delinquent has voiced a grievance of unequal treatment with his counterparts—similarly placed delinquents in the matter of punishment the authority has not opted to account for such discrimination meted out to the petitioner. Therefore, I am to hold that I must interfere with the punishment awarded to the petitioner for the reason that petitioner is entitled to be treated on par with similar delinquents especially due to the fact that the discriminatory treatment does not stand explained away at the hand of the Respondent. So the punishment imposed is not fair and proper.

10. Hence invoking the power under Section 11A of the Industrial Disputes Act, the punishment is to be modified and reduced appropriately. According to me imposing a punishment of bringing down in the pay-scale by three stages for a period of 3 years with cumulative effect would adequately serve the interest of justice. The punishment already imposed will stand accordingly substituted by the varied punishment as above. The learned counsel for the Respondent invited this Court's attention to a decision of the Supreme Court in CBI Ltd. Vs. Karunamoy Banerjee (V-55-CS-67) wherein it has been held that if the workman admits his guilt to insist upon management to let in evidence about the allegations will only be an empty formality. It further lays down that we are not inclined to agree with the reasoning of the Labour Court that where there has been an admission of guilt by the Respondent himself, it can still be stated that there is a violation of principles of natural justice.

11. In Bank of Baroda Employees' Union V/s. Bank of Baroda and Another (CDJ-2008-MHC-2321), the Hon'ble High Court of Madras held that if Enquiry Officer held any enquiry that will not render the order of punishment illegal as it is always open to the Disciplinary Authority to

punish the delinquent employee if guilt is admitted without taking into consideration the enquiry report. Therefore, none of the contentions of the petitioner against the enquiry proceedings or the finding, of guilt is sustainable. Therefore, there need not be any hesitation to hold that the enquiry or the finding is vitiated for any reason. Held so.

Point No. 2

12. Resultantly the punishment of discharge from service imposed on the petitioner is set aside. In lieu of that petitioner will be brought down below 3 stages in his pay scale for a period of 3 years with cumulative effect. He will be reinstated into service forthwith with continuity of service, 50% of full backwages and all attendant benefits

No costs.

13. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 12th May, 2009)

A. N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the 1st Party/Petitioner None

For the 2nd Party/Management None

Documents marked on the side of the Petitioner :

Ex. No.	date	Description
Ex. W 1	-	Service particulars of the petitioner worked as full time messenger duty for the period from 18-9-1973 to 26-12-1980 at Kallakurichi Branch.
Ex. W 2	3-1-1981	Order of the Respondent Bank. Kirusilapattu Branch appointing the petitioner as Messenger w.e.f. 27-12-1980.
Ex. W 3	19-10-1993	Order of the Respondent Bank. Kallakurichi branch on promoting the petitioner as Record Keeper-cum-Cashier.
Ex. W 4	1-2-1999	Suspension order of the Respondent Bank served on the petitioner.
Ex. W 5	16-6-1999	Letter of the Respondent Bank calling for explanation of the petitioner.
Ex. W 6	29-7-1999	Explanation submitted by the petitioner.
Ex. W 7	9-3-2000	Explanation submitted by the petitioner to the Respondent Bank.
Ex. W 8	21-10-2000	Letter of the Respondent Bank.
Ex. W 9	30-10-2000	Explanation submitted by the petitioner to the Respondent Bank.

Ex. W 10 3-5-2001 Letter of the Respondent Bank giving personal hearing to the petitioner on 12-5-2001.

Ex. W 11 - Extract of Concise Oxford English Dictionary, 9th edition Page No. 708-meaning for the word intent.

On the Management's side:

Ex. No.	date	Description
Ex. M 1	5-1-2000	Charge Sheet
Ex. M 2	-	Minutes of the Enquiry Proceedings.
Ex. M 3	-	Enquiry Report.
Ex. M 4	30-9-2000	Letter of the Disciplinary Authority proposing punishment to be imposed.
Ex. M 5	26-12-2000	Minutes of personal hearing with order dated 23-06-2001.
Ex. M 6	26-12-2001	Written submission of the employee.
Ex. M 7	23-2-2001	Order of the Disciplinary Authority
Ex. M 8	13-3-2001	Appeal by the Employee.
Ex. M 9	14-8-2001	Order of the Appellate Authority.
Ex. M 10	13-10-2001	Submission of the employee on the enquiry report.

नई दिल्ली, 27 मई, 2009

का.आ. 1745.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डेवलपमेंट क्रेडिट बैंक के प्रबंधन के संबंध निगोशियों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 11, मुम्बई के पंचाट (संदर्भ संख्या 2/110/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/418/2000-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1745.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/110/2000) of the Central Government Industrial Tribunal-cum-Labour Court II, Mumbai now as shown in the Annexure, in the Industrial Dispute between the management of Development Credit Bank and their workmen, received by the Central Government on 26-5-2009.

[No. L-12012/418/2000-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****Present : A. A. LAD, Presiding Officer****Reference No. CGIT-2/110 of 2000****Employers in relation to the management of Development
Credit Bank Ltd.****The Chairman & Managing Director
Development Credit Bank Ltd.,
154, S. V. Patel Road, Dongri (E),
Mumbai-400 009****AND****Their workman****Mr. Ebrahim Abdulhussain Naffer,
6A/6B, Kasam Manzil,
2nd Floor, Room No. 35,
Byculla Station Road,
Mumbai-400 011.****APPEARANCES****For the Employer : Mr. S. V. Alva, Advocate.****For the Workmen : Mr. M. B. Anchan, Advocate****Mumbai, dated the 8th April, 2009****AWARD PART-II**

1. The Government of India, in the Ministry of Labour by its Order No. L-12012/418/2000-IR(B-I) dated 25-10-2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Development Credit Bank Ltd., Mumbai in dismissing the services of Mr. Ebrahim Naffer, and ex-Head Cashier with effect from 12-11-1999 is justified? If not, what relief the workman concerned is entitled to?”

2. The Claim Statement is filed at Ex 7 in support of the demand of the Second Party who claimed to set aside the termination dated 12-11-1999 and request to reinstate in the employment of First Party stating that, charges served and enquiry conducted as well as finding given was farce. Enquiry was not conducted by following principles of natural justice. Opportunity was not given to Second Party. It is alleged that the Inquiry Officer was bias. It did not give scope to the Second Party and considered the evidence properly. Along with Second Party, number of other staff was connected with the shortage of Rs. 18 lakhs which was allegedly found on which chargesheet was served and enquiry was conducted. According to him, he was only made scapegoat and others escaped. Other concerned employees were not questioned by First Party and Second Party was only targeted with prejudiced mind treating him guilty for the said shortage. In fact there is a double set of

key possibility of using another set of key which may be one of the reasons for shortage of Rs.18 lakhs is not considered or thought over by the Inquiry Officer nor by competent authority while targeting and convincing Second Party. Even Ex-Branch Manager is responsible person who played vital role at the time of closing the safe where cash is kept in the end of the day's transaction, under his signature, the safe is closed with his counter signature. On the next day, when it was opened, on working day they found Rs. 18 lakhs missing from the said safe. The another set of key of the safe and branch shutters were also kept at Central Administrative Officer with some of the officers. The officer who has opened the branch and safe nobody witnessed it and possibility of participating of that hand in missing the cash cannot be ruled out. Even the objection raised by the Management was upheld by the Inquiry Officer just to oblige the management. The finding given by Inquiry Officer is perverse and not based on facts and evidence before it. Actually Head Cashier and Assistant Manager are equally responsible but without any reason, Second Party is made victim of it and targeted. So it is submitted that, enquiry on which finding is given was not an enquiry conducted following principles of natural justice and finding of it is perverse.

3. This case of the Second Party is disputed by First Party by filing Written Statement at Ex. 8 stating that Second Party was working as Head Cashier at Nariman Point Branch from 5-4-1990 to 12-12-1995. Second Party in his capacity as Head Cashier on 1-12-1995 had carried the cash with receipt and payment register at the close of business hour on 1-12-1995 and kept the same in the safe. Second Party allegedly with Salim Jetha, Assistant Manager reported that fact to Branch Manager and, accordingly, lock was put. Infact Second Party and Assistant Manager, Salim Jetha were the last two persons who had handled the cash kept in the safe on 1-12-1995. On the next day i.e. on 2-12-1995, when the branch was opened by Ex-Head Cashier he found door of safe unlocked. When said door was opened it revealed that, cash in the safe appears to be less than what it should have been as per the cash summary book of the branch. On immediate physical verification, Rs. 18 lakhs found less. So decision of suspension was taken against Second Party w.e.f. 2-12-1995 and Charge Sheet was served on 16-5-1997. His reply was considered and enquiry was initiated which convened on 17-3-1998 and conclude on 10-5-1999. 37 sittings were conducted by Mr. Mulik, Advocate who was Inquiry Officer, Mr. Sivaramakrishnan was Management Representative and Mr. Correia practicing Advocate, defended the Second Party workman. The procedure was adopted after explaining to both. Liberal adjournments were granted to both parties. Bank examined four witnesses and offered to Defence Representative for cross. Second Party fully participated in the enquiry. Enquiry was conducted fairly and properly by following Principle of Natural Justice and after completing enquiry. Enquiry Officer submitted report on 7-6-1999 holding ex-Head Cashier guilty of the charges.

The Second party was heard and order of dismissal was given on 12-11-1999. Since enquiry was conducted by following due process of law and by giving full opportunity to both there is no meaning to say that, enquiry was not done by following Principle of Natural Justice. The finding of the Inquiry Officer is based on facts which were put before him. Inquiry Officer discussed the evidence led as well as gave serious thought to the case made by Second Party and his advocate and concluded observing Second Party as committed theft or act dishonestly in connection with employers business. It was also observed that act was subversive of discipline or good behaviour and acted prejudicial to the interest of Bank. On the basis of that punishment awarded of dismissal is just and proper. So it is submitted that reference made where dismissal of Second Party is challenged required to be rejected.

4. In view of the above pleadings my learned predecessor framed issue at Ex-9 treating Exs-1 and 2 as preliminary issues.

5. By passing Part-I award on 9-3-2007, I decided these two issues observing enquiry fair and proper and findings not perverse and direct both parties to lead evidence on the point of quantum of punishment. So now, some issues which remain to answer are answered against it.

Issues	Findings
(iii) Whether the action of the management of Development Credit Bank Ltd. Mumbai in dismissing the services of Mr. Ebrahim Naffer, an ex-Head Cashier with effect from 12-11-1999 is legal and proper?	Yes
(iv) What relief Mr. Ebrahim Naffer is entitled to?	No relief.

Reasons

Issue Nos. 3 and 4 :—

6. The charge of shortage of Rs. 18,00,000 found in safe of the bank on 2-12-1995 was levelled against concerned workman. It was also alleged that concerned workman who was Head Cashier during that time was also charged for criminal conspiracy with the intent to defraud the Bank for disappearance of Rs. 18 lakhs cash from the safe of Nariman Point branch of Development Credit Bank Ltd. He was also chargesheeted for serious misconduct of theft with charge of subversive of discipline among other charges levelled against him. When concerned workman was Head Cashier in the Nariman Point branch of the bank from 5-4-1990 to 12-12-1995 and on 1-12-95 concerned workman in capacity of Head Cashier had tallied the cash with receipt and payment register and at the close of business hours on 1-12-1995, said cash was kept in the safe. It was also alleged that concerned workman alongwith Salim Jetha the Assistant Branch Manager reported to the Branch Manager that they have locked gate with respective sets of keys. It was also alleged that concerned workman

and Salim Jetha were the last two persons who had handled the cash on 1-12-95. It was alleged that on 2-12-95 after opening of the Branch, the Ex-Head Cashier i.e. concerned workman found that the safe door was unlocked. It was alleged that said door was opened immediately and on verification it was revealed that cash in the safe appeared to be less than what it should be have been as per the register of the Branch. On immediate verification of the cash in the safe it was found that, cash in the safe was found short by Rs. 18 lakhs.

7. So this was serious allegation levelled against concerned workman on which charge sheet was served. Enquiry was conducted and number of witnesses examined. Concerned workman Naffer participated in the enquiry with his representative. After giving full opportunity to both parties i.e. to concerned workman and Management, Inquiry Officer concluded that charge against concerned workman was proved and by passing award Part-I, this Court observed enquiry was fair and proper and findings not perverse.

8. Now issue is on the point of quantum of punishment. We have to see whether punishment of dismissal on said charge is just and proper.

9. In this round of litigation concerned workman filed his affidavit at Ex-26 making out same story and case about inquiry and findings of Inquiry Officer stating not involving co-staff of first party with whom also duplicate key is available. Even he has made out case that there was no eye witness and states that even criminal case filed against him which ended in acquittal was not taken into consideration by the Inquiry Officer. So it is case of the second party that the punishment of dismissal is harsh. That is the evidence led by concerned workman on the point of quantum of punishment. In the cross he admits that, he was Head Cashier. He admits that, shortage of Rs. 18 lakhs was subject matter of enquiry. He admits that, he was not member of any union nor signatory of any strike notice or any settlements. Even he admits that, he never complained about ill treatment given by the management during his tenure and by filing closing purshis Ex-29 he closed his evidence.

10. So from the evidence bad by the second party workman, it reveals that, there was no enmity between concerned workman and any of office members of management. Besides it reveals that he was not active member of union nor even ordinary member of union. It is alleged that, shortage of Rs. 18 lakhs was levelled against concerned workman that too while he was working as Head Cashier and that too in the year 1995. So definitely amount of Rs. 18 lakhs in 1995 was having huge value and definitely it was a serious type of misconduct allegedly levelled against the second party. In the enquiry, Inquiry Officer concluded concerned workman guilty of the charges. The stand of the second party was that, other co-worker with whom duplicate bunch of keys was available were not inquired and he was alone blamed by the management. Here though others may have some role as alleged by the concerned workman, it does not mean that it gives clean

chit to him. It is important to note that he was Head Cashier and he was responsible for closing the safe of Bank on 1-12-1995. He was also responsible for informing Branch Manager regarding closing of safe. It is tried to bring on record by concerned workman that, there was another bunch of key i.e. duplicate key and it is kept with officer and the possibility of using of those keys for shortage of Rs. 18 lakhs cannot be ruled out. According to me, though there is scope to say like that, it was the out look of the management to go towards that suspicion but it does not exempt the concerned workman who was Head Cashier and who was directly responsible for closing the safe of the Bank on 1-12-1995 with Assistant Branch Manager. Salim Jetha. When concerned workman with the help of Salim Jetha closed the safe and informed the Branch Manager and when on the very next day, there was shortage of Rs. 18 lakhs found when it was noted that door of the safe was found open, naturally question arises how then safe was closed as reported by concerned workman to the Branch Manager on 1-12-995? Though there was police case and though he was acquitted from it, according to me that is different aspect. There court want eye witness which may connect accuse with the case. But in a Departmental inquiry if any doubt is shown with the help of evidence, then said doubt is sufficient to involve such a person and there benefit of doubt is not at all attributed as happened in criminal cases.

11. Learned advocate for first party in his written arguments cited number of case laws. In citation published in 1993 II CLR page 50 where Hon'ble High Court while deciding case of Raghunath Patil V/s. R.N. Gavande observed "a finding of acquittal by a criminal court cannot be binding on disciplinary authority in as much as the standard of proof in a criminal court is different from the standard of proof in a disciplinary enquiry". Even he placed reliance on the decision given in Anglo-American Direct Tea Trading Co. published in 1970 II LLJ 481 where it is observed that, when domestic enquiry is concluded and in that enquiry charges shown proved it, does not affect by the decision of criminal court. He also place reliance on direction given in Thenmozhi (Mrs.) V/s. Chairman Neyveli Lignite Corp reported on 2005 II CLR 89 where it is observed that, on the same set of allegations and charges departmental proceeding as well as criminal prosecution can be initiated independently. He also referred judgement given in case of General Manager V/s. Labour Court, Pondicherry reported in 2005. I CLR 172 where it was observed that law is well settled to the effect that, both criminal proceedings and departmental proceedings are two independent parallel proceeding. He also place reliance on the view taken in case of Suresh Kumar V/s. Travancore Devaswom Board reported in 2006 I. LLJ 401 where it was observe that the findings concluded in accordance with principles of nature justice and based on evidence and such findings cannot be set aside because of acquittal in criminal case.

12. Charge of shortage of Rs. 18 lakhs was levelled against concerned workman. It is not a simple charge. According to Advocate for first party, for such charge which is proved, dismissal is the proportionate punishment

and for that he place reliance on citation published in 1995 I LLJ page 233 incase of Bank of India V/s. Padmanabhadu. He also place reliance on ratio laid in Mr. Seeralan V/s. Labour Court. reported in 1987 II LLJ 85 where it is observed that dismissal of workman for proved misconduct is not disproportionate. Even he place reliance on judgement given in Management of T.I. Diamond Chain Ltd. V/s. P. L. Pamanathan and Anr. reported in 2005 III CLR 297 where it is observed that when act is proved though it may for a small or large amount, there is no question of showing uncalled sympathy. He also place reliance on citation published in 1995-I LLJ 268 where it was observed that, if by action they commit breach of trust or commit theft of misappropriation in that case no leniency is expected. Even decision given in Chandrakant Patil V/s. Union of India reported in 1995 II CLR 445, it is observed that if the delinquent is guilty of serious misconduct such may warrant dismissal from the employment.

13. Considering the charge of shortage of Rs. 18 lakhs where concerned workman was working as Head Cashier was levelled and proved and in that case according to me, punishment of dismissal is just and proper which cannot be called disproportionate. Beside it is to be considered that money involved is of public money and Bank is a trustee of public money and employee involved is Head Cashier. He was custodian of said cash but charge levelled against him of shortage of Rs. 18 lakhs found in the safe of the Bank where he was directly concerned where he was also one of the key holder of the said safe then how can be said that he is not responsible for said act?

14. So, if we consider all these, coupled with case made out by both and the position of concerned workman as Head cashier in Bank which does not permit me to take any other view than what was taken by the first party Management. Hence I conclude that decision taken by management of dismissal is just and proper and does not require any interference. Hence the order.

ORDER

Reference is rejected with no order as to cost.

Dated : 8-4-2009

A. A. LAD, Presiding Officer

नई दिल्ली, 27 मई, 2009

क.आ. 1746.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 145/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/83/96-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1746.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 145/97)

of Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 26-5-2009.

[No. L-12012/83/96-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

CASE LD. NO. 145/97

Shri Nachhattar Singh C/o Shri J.G. Verma, General
Secretary, SBI Staff Congress, 1304, Sector 23/B,
Chandigarh

Applicant

Versus

The Assistant General Manager, SBI Region VI, ZO
Punjab Sector 17, Chandigarh

Respondent

For the Workman : Shri Raj Kaushik

For the Management : Shri V.K. Sharma,
Deputy Manager (IAW)
SBI, Zonal Office
PB.II Ludhiana.

AWARD

Dated : 13-5-2009

The Government of India vide Notification No. L-12012/83/96-IR (B-I) dated 10-7-1997 referred the following Industrial dispute for adjudication of this Tribunal.

“Whether the management of SBI is justified in stopping payment of Hav. Guard allowance to Shri Nachhattar Singh promoted in the year, 1987 albeit not strictly as per the norms laid down by the management.” If not, to what relief the workman is entitled?”

I have gone through the pleadings of the parties and the evidence they have adduced. Opportunity for arguments was also afforded.

The dispute between the workman and the management of SBI is that the workman was promoted as Hav. Guard in the year 1987 and allowance of Hav. Guard was credited to his salary. The payment of Hav. Guard allowance was stopped by the management in the year 1996 without affording any opportunity of being heard.

The management of the SBI has stated that this Hav. Guard allowance was given to the workman from 1987 to 1996, but it is contended that this allowance was given against the norms of the bank. On detection of this mistake, the payment of Hav. Guard allowance was stopped to Shri Nachhattar Singh and it was paid to rightful claimant.

First of all, the nature of Hav. Guard allowance is to be seen by this Tribunal. Concerned circular letter is on record and para 426 is regarding the payment of Hav. Guard allowance. Para 426 speaks as follows :—

“When the strength of guards at a branch is 4, it will have the post of Hav. Guard. The senior most guard at the branch will be appointed as Hav. Guard provided he is otherwise suitable. At centres where the bank has more than one branch, appointment to the cadre of Hav. Guard will be made on the basis of city seniority.”

Thus on plain reading of clause 426 of the settlement, it is clear that Hav. Guard is to be appointed strictly on the basis of seniority and if the person on the basis of seniority is otherwise suitable.

The management of the bank has contended that Shri Nachhattar Singh was not the senior most and he was by mistake appointed as Hav. Guard and on detection of mistake the payment of Hav. Guard allowance was stopped and it was given to the rightful claimant.

Learned counsel for the workman argued that it was a promotion and a person cannot be deprived of the post given to him on his promotion without conducting a departmental enquiry and affording him the opportunity of being heard.

I am unable to accept the contention of the learned counsel for the workman that appointment of a Hav. Guard is a promotion. It is a post attached with the seniority of the guards, if the strength of guards is 4 or more. If 4 guards are appointed at a branch, then senior most guard will be the Hav. Guard. If any other senior guard is transferred to that branch then this right is conferred to the Hav. Guard who joined the bank on transfer on the basis of the seniority. Thus, the appointment of Hav. Guard has no nexus with the promotion. It is an administrative arrangement made by the bank that senior most guard will be appointed as Havaldar Guard. If by mistake this administrative policy is disturbed the management has every right to correct it.

Original records were summoned before the Tribunal and after considering the 4 guards posted in branch during the period in question I came to know that Shri Sohan Singh was the senior most and guard posted at the branch thereafter Shri Nachhattar Singh and another Nachhattar Singh were working as Guard in the branch during the period in question. It is admitted to the workman. Thus, Nachhattar Singh got the Hav. Guard allowance wrongly in infringement of the right of Sohan Singh to get Hav. Guard allowance as per his seniority. As stated earlier, the management has every right to correct his wrongful act of appointing Shri Nachhattar Singh as Hav. Guard. Thus, there is no illegality in stopping the Hav. Guard allowance to Shri Nachhattar Singh and Shri Nachhattar Singh is not entitled to any relief. Reference is accordingly answered. Let the Central Government be informed for publication of the award and thereafter the file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 27 मई, 2009

का.आ. 1747.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे हास्पिटल प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 23/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-41012/48/2001-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1747.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure, in the Industrial Dispute between the management of Northern Railway Hospital and their workmen, which was received by the Central Government on 26-5-2009.

[No. L-41012/48/2001-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.

CASE I. D. NO : 306/2k1 New No. 23/2007

Smt. Amarjeet Kaur, C/o. H. No. 3369, Sector 32-D, Chandigarh-160017.

.....Applicant

Versus

The Medical Superintendent, Northern Railway Hospital, Jagadhri Workshop, District Yamunanagar (Haryana).

.....Respondent

APPEARANCES

For the Workman : Sh. H. K. Sharma,
For the Management : Sh. N. K. Zakhmi,
Advocate.

AWARD

Passed on 04-05-2009.

Government of India *vide* Notification No.L-41012/48/2001-1.R (BI) Dated 16-10-2001 referred the following Industrial dispute for adjudication of this Tribunal.

"Whether the action of the management of Indian Railway in terminating the service of Smt. Amarjeet Kaur LHA w.e.f. 16-9-1999 is justified? If not, what relief the workman is entitled?"

After receiving the reference, both the parties were informed. Parties filed their respective pleadings. Opportunity for filing/adducing evidence was also afforded. Workman Smt. Amarjeet Kaur filed her Affidavit in support of the claim and was cross-examined by learned counsel for Indian Railways. On the other hand, Dr. Mool Narain, Medical Superintendent, Railway Hospital, Jagadhri, filed his affidavit on behalf of the Management of the Railways and he was cross-examined by the Ld. counsel for the workman. Few documents were filed by the workman whereas, enquiry report along with all enquiry proceedings were filed by the Management.

The case in nutshell is that the workman Smt. Amarjeet Kaur was appointed on 22-01-1993 as Hospital Attendant under NS JUDW in the Pay Scale of Rs. 750-940 (RPS) against an existing vacancy *vide* Assistant Personnel Officer, A/Cantt order No. 726-E/16187/PO dated 22-1-93. Her services were terminated on 16-9-99 on the basis of a departmental enquiry. It is contended by the workman that the documents attached with the Charge-sheet were not provided to her even after her repeated requests. Material witnesses were not brought before the Enquiry Officer and accordingly, opportunity for cross-examination of these material witnesses namely Shri K. C. Sharma and V. K. Sharma was not afforded.

The contention of the Management is that the workman obtained the appointment letter fraudulently in connivance with Shri K.C. Sharma, the then Head Clerk (Personnel). She had not applied for the post nor was she eligible for the same. It was a special recruitment drive for Physically Handicapped persons from Handicapped Vocationally Rehabilitation Centre for Physically Handicapped Ludhiana and Chandigarh. As per the contention of the Management she had not appeared for test and interview and her name was fraudulently included at serial no. 19 in connivance with Shri K. C. Sharma. On discovery of true facts, an enquiry was constituted. Proper opportunity of being heard during enquiry was given to the workman. After perusing the evidence the Enquiry Officer submitted his enquiry report on charges leveled against her and the disciplinary authority, as alleged by the Management after affording the opportunity of personal hearing and providing the opportunity to file reply on. A proposed punishment terminated the services of the workman on 16-9-1999. It is the order of termination of workman from the services which is a subject matter of this reference.

As stated earlier, this Tribunal has also afforded all possible opportunities of being heard to the parties. Learned counsel for the workman has argued that enquiry was not conducted in a proper and fair manner by the Enquiry Officer and the provisions of the Railway Service (Discipline and Appeal) Rules, 1968 were not complied with by the Enquiry Officer while conducting the enquiry. It was also argued by the learned counsel for the workman that during enquiry proceedings certain specific documents which were relevant for defence of workman were asked but not supplied by the Enquiry Officer. It is further contended by the learned counsel for the workman that there was no connivance of workman with Shri K.C. Sharma and V.K. Sharma. She just received the appointment letter and in compliance of the contents of appointment letter joined the services.

Learned counsel for the Management has argued that the workman was not eligible for the post. It was further argued by learned counsel for the Management that the workman had not applied for the post and was never interviewed by the Management of Railways which is the legal requirement for appointment of any person to the post the workman was working.

I have gone through the entire evidence adduced/produced by both of the parties. The main issues for adjudication in this reference are as follows :—

- (i) Whether Enquiry Officer conducted the enquiry in a fair and proper manner ?
- (ii) Whether the workman was eligible for the post she was working and her appointment was as per rules ?
- (iii) To what relief, if any, the workman is entitled ?

I am answering all these issues one by one.

On issue number I, the workman during her cross-examination has admitted that she was present on all the dates fixed by the Enquiry Officer for conducting the enquiry. She has specifically admitted that She was charge-sheeted for illegal appointment. She answered the charge-sheet and thereafter during enquiry she appeared before the Enquiry Officer. She has shown her ignorance on recording her statement by the Enquiry Officer.

I have also gone through the entire enquiry proceedings. The workman had been present throughout during the enquiry proceedings. Proper opportunity for cross-examination of Management witnesses was afforded by the Enquiry Officer. From the perusal of the enquiry proceedings, it is also clear that opportunity for adducing evidence in defence was also afforded by the Enquiry Officer.

One of the contentions of the workman is that certain documents which were repeatedly asked by her

were not provided by the Enquiry Officer. The workman has referred an application dated 30-7-99 written to the Medical Superintendent, Northern Railway Hospital, for supply of copies of documents referred in this letter and for permission to inspect the enquiry file. It is a well recognized principle of service jurisprudence that whenever any person contended that during departmental enquiry certain documents were not provided to her or him, the Tribunal or Court adjudicating the matter can consider this fact of non-supplying the copies of documents, if it is proved that non-supply of copies has caused prejudice to that person. Non-supply of material document shall be considered violation of principle of natural justice, if it is proved that prejudice has been caused to the workman, meaning thereby non-supply of copy can only be considered violating of principle of natural justice under two circumstances; namely :—

1. The documents, copy of which were sought were material one in raising the defence by the workman, and
2. The prejudice has been caused to the workman in her defence for non supplying of such documents.

The workman has failed to prove any of the above mentioned conditions. Accordingly, I am of the view that no prejudice was caused by non-supplying the documents prayed by the workman during enquiry. My this view is supported by cross-examination of the workman that she received the charge-sheet and understood the contents of charge-sheet. It means she was well aware of the facts for which she was charged. Thus, non-supplying the copies of certain documents as prayed for by the workman at the time of enquiry through letter dated 30-7-99 will not have any adverse effect on the enquiry proceedings and enquiry report.

It was also contended by the workman that important witnesses like Shri K. C. Sharma and Shri V. K. Sharma were not summoned and examined by the Enquiry Officer. It was for the Management of the Railways to prove the charge levelled against the workman and the Management of the Railways was at liberty to produce and adduce the witnesses/documents of its choice. It is not open to the workman that a particular witness should have been examined by the Enquiry Officer. If the statement of a particular person was important for the workman, the opportunity was provided by the Enquiry Officer to summon that witness in defence. The Tribunal has to consider whether the Management has been able to prove the charge in the departmental proceedings before the Enquiry Officer? Thus on the basis of above discussion, I am of the view that enquiry was conducted in a fair and proper manner. All possible opportunities of being heard were given to

the workman by the Enquiry Officer and there has been no violation of any rule of principle of natural justice.

Conducting the enquiry in a fair and proper manner is a distinct issue than proving the charge against the workman. The Enquiry Officer after conducting the enquiry on evolution of evidence adduced by the parties came to the conclusion whether the charge levelled against the workman has been proved or not? Thus, even in cases where conducting of enquiry has been proved in a fair and proper manner, it is open to the workman to challenge the decision making process adopted by the Enquiry Officer. For this purpose as well, I have gone through the entire materials on record. As far as five witnesses were examined by the Enquiry Officer during enquiry and proper opportunity for cross-examination was given. The statement of the workman was also recorded by the Enquiry Officer in which she has categorically stated that she had not applied for the post on which she was working. She was not interviewed. She has also denied in a question the possibility of any favour given to her husband by Shri K. C. Sharma. After going through the entire materials on record, I am also of the view that the Enquiry Officer has rightly held charge levelled against the workman well proved.

For issue number 2 and 3, I am of the view that the workman was rightly terminated from the services on 16-9-99 by the Disciplinary Authority. Reasons of my findings that the workman was rightly terminated from the services are as follows :—

- (1) The post for which the workman applied was to be filled in amongst the handicapped persons and the workman was not handicapped. It is admitted by her in her cross-examination recorded in this Tribunal that she is not handicapped.
- (2) The Circular Letter No. 220-E/100/IV /UMB/ P-3 dated 5-2-90 makes it clear that handicapped persons were to be recruited from the Vocational Rehabilitation Centre for Physically Handicapped Ludhiana and Chandigarh. The workman was not the member of any of the vocational handicapped centers situated at Ludhiana and Chandigarh.
- (3) Admittedly, as stated by the workman, she had not applied for the post. No doubt there is a contradiction in her evidence on this issue. At one place she had stated that she had not applied for the post, whereas at another place she stated that she had applied for the post. But from the totality of the facts and circumstances which are before this Tribunal, it is clear that workman

had not applied for the post for which she claimed to be appointed.

- (4) As admitted by the workman, she was not interviewed. Interview was inherent condition of selection processes mentioned in the concerned rules of the department.
- (5) The workman claimed that her name is included at serial no. 10 of selection list. At serial no. 10 name of Amarjeet/Nikhaj is recorded. The name of the workman is Amarjeet Kaur and her husband's name is Norang Singh. Her father's name is not Nikhai Ram. Thus, there is no force in the contention of the workman that her name is listed at serial no. 10 of the Selection List.
- (6) Vigilance Enquiry was conducted against two Railway employees namely; Shri K.C. Sharma and V.K. Sharma for issuing the illegal appointment letter to Amarjeet Kaur for extraneous considerations. No doubt no material is available for conducting the vigilance enquiry against these two persons namely; Shri K. C. Sharma and V. K. Sharma but these extraneous circumstances are part of the statement of workman recorded by the Enquiry Officer. The proceedings before the Tribunal are altogether different than the proceedings before the Civil/Criminal Courts. The same standard of proof as is required in the civil proceedings is not required in departmental proceedings and the proceedings before this Tribunal. In a case Hon'ble Mr. Justice Krishna Iyer had held that in departmental proceedings and proceedings before the Tribunal even hear-say evidence may be considered, if having the close nexus with the material issue. There is no hear-say evidence and direct evidence having close nexus and charge levelled against the workman is available. Thus as per the statement of the workman given to the Enquiry Officer the extraneous circumstances for securing the appointment letter cannot be ignored.

On the basis of above, I am of the view that the above workman has neither applied for the post nor she was selected but she continued to serve for a long time on the basis of an illegal appointment. If any workman continued to serve for a long time on the basis of an illegal appointment, it does not create any right to continue on that post and the workman was rightly terminated from the services. The workman received a handsome wages from the Government exchequer on the basis of her illegal appointment. No doubt, it is not within the purview of this Tribunal to pass any order on the wages she received on the basis of illegal

appointment order by defrauding the Railway Department in connivance with two of its employees. The question is open to the Railway Department to take any decision on the wages she had wrongfully received.

Accordingly, the reference is answered in positive that the action of the Management of the Indian Railway in terminating the services of Smt. Amarjeet Kaur LHA w.e.f. 16-9-99 is justified and the workman is not entitled to any relief. Let Central Government be informed for publication of this Award. Thereafter, the file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 27 मई, 2009

का.आ. 1748.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अमृतसर क्षेत्रीय ग्रामीण विकास बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 19/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12011/14/94-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1748.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 19/1996) of Central Government Industrial Tribunal/Labour Court, No. I, Chandigarh as shown in the Annexure in the Industrial Dispute between the management of Amritsar Kshetriya Gramin Vikas Bank and their workman, which was received by the Central Government on 26-5-2009.

[No. L-12011/14/94-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH**

CASE I. D. No. : 19/1996

President, Gurdaspur Amritsar Gramin Bank Employees Union, 202, Shivala Colony, Amritsar, Punjab.

.....Applicant

Versus

President Gurdaspur Amritsar Kshetriya Gramin Vikas Bank, Gurdaspur, Punjab.

.....Respondent

APPEARANCES

For the Workman : Sh. N. K. Nagar,
Advocate.

For the Management : Sh. R. S. Ahluwalia,
Advocate.

AWARD

Passed on 27-04-2009

Central Government vide Notification No. L-12011/14/94-I.R (B) Dated 27th of February, 1996, has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Gurdaspur Amritsar Kshetriya Gramin Vikas Bank, Gurdaspur in not granting advance to purchase conveyance in accordance with the old scheme as prevailing in sponsored bank in respect of those workmen who joined before 9-9-89 is legal and justified ? If not, to what relief the concerned workmen are entitled and from what date?"

2. On the basis of pleadings of the parties and the evidence oral and documentary adduced by them, I am of the view that issue for adjudication before this Tribunal is whether employees of the sponsored bank who joined the bank before 9-9-89 are entitled for the advance for the purchase of conveyance as per the old scheme?

3. Only one scheme was in practice in the sponsored bank. Thereafter one more new scheme was introduced and as per the administrative decision of the management the benefits of old scheme were taken away. It was disputed by the workmen on the ground that on merger of the bank they were entitled for all the wages/perks and benefits which were available in the sponsored bank. The scheme of conveyance was much beneficial to the workmen of sponsored bank which can not be arbitrarily taken away. It is also the contention of the workman that as per the award of National Tribunal constituted for the purpose of redressal of grievances of certain workmen relating to certain benefits on merger of the bank, they are also entitled for the benefit of old scheme. As per the award of National Tribunal, the benefits of old scheme were protected to those workmen who joined the sponsored bank before 9-9-89.

4. The contention of the management is that service conditions of the workmen are within the discretionary powers of the management. The management has ensured that no workman is left without any scheme for conveyance. The benefit of old scheme was withdrawn but all the workmen were at liberty to claim advance as per the new scheme. It has further been contended by the management that it is the administrative decision of the bank which can not be subjected to judicial review before this Tribunal.

Meaning thereby, the management of the bank has challenged the jurisdiction of this Tribunal on the ground that vires of any administrative scheme can not be challenged before this Tribunal.

5. After hearing both of the parties and pursuing the entire evidence oral and documentary, I am of the view that issue before this Tribunal is not the vires of the administrative scheme but the issue is whether a particular class of employees who joined the sponsored bank before 9-9-89 are still entitled for the benefits of advance of conveyances as per old scheme. It is also not disputed by the parties that this conveyance benefits existed before the merger and as per the scheme of merger, the benefits which were available in the sponsored bank will be protected. The management is at liberty to launch and initiate so many schemes for the benefits of its workmen but this new scheme can not change the nature of benefits which the workmen were enjoying before the merger. It is optional for the management bank to seek option on both of the schemes and those workmen who goes for the traditional old scheme, they will be entitled for the benefits and they can not be deprived the benefits of the old scheme arbitrarily by the management of the bank.

6. Moreover as per the reference and facts and circumstances of the cases, I am further of the view that by introducing the new scheme, there are two classes of workmen. It is the workmen who joined service of the sponsored bank before 9-9-89 and who joined thereafter. The old scheme is only applicable to those workmen who had joined the sponsored bank before 9-9-89 and have opted, if any, for the old scheme, when the management of the bank launched another new scheme of conveyance. Then the right to equality is not violated if benefits of both of the scheme to two different class of the employee are given by the management of the bank.

7. On the basis of the above discussion, I am of the view that the management of Punjab National Bank has illegally stopped the benefits of old scheme to those workmen who joined the services before 9-9-89 prevailing in the sponsored bank. Accordingly the management of the bank is directed to provide the benefit of old scheme to the class of the employees who joined the services before 9-9-89. Accordingly the reference is disposed off. Central Government be informed. File be consigned.

Chandigarh : 29-4-2009

G. K. SHARMA, Presiding Officer
नई दिल्ली, 27 मई, 2009

का.आ. 1749.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ हैदराबाद के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 67/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12025/2/2009-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1749.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 67/2005) of the Central Government Industrial Tribunal-cum-Labour Court, No. I, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of Hyderabad and their workmen, which was received by the Central Government on 26-5-2009.

[No. L-12025/2/2009-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AT HYDERABAD

Present : Shri Ved Prakash Gaur, Presiding Officer

Dated the 27th day of April, 2009

Industrial Dispute LCID No. 67/2005

BETWEEN

Sri K. Santhosh Kumar
S/o K. Satyanarayana,
C/o A. P. Industrial Employees
Union, "House of Labour",
King Kothi Road, Hyderabad -29.

.....Petitioner

AND

1. The Dy. General Manager,
Personal Department,
State Bank of Hyderabad,
Gunfoundry Head Office,
Hyderabad .
2. The Branch Manager,
State Bank of Hyderabad,
Bellavista Branch, Somajiguda
Branch, Hyderabad.

.....Respondents

APPEARANCES

For the Petitioner : M/s. N. Meenakshi, C.
Lavanya & G. Sailaja,
Advocates.

For the Respondent : Sri Ch. Siva Reddy,
Advocate.

AWARD

This is a petition filed under Sec.2 A (2) of the I.D. Act, 1947 in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others by Sri K. Santhosh Kumar challenging the illegality and validity of the order passed by the Respondent dated 6-6-2005 whereby the services were orally terminated by the Respondent.

2. It has been stated by the Petitioner that he was appointed by the Respondent as casual labour in September, 2001 and was posted under 2nd Respondent where the Petitioner worked for more than 240 days continuously without any break in that year on a wage of Rs. 50 per day. The Petitioner has worked in that capacity for more than 14 years but he was not made regular.

When the Petitioner insisted for regularization and asked for the correct payment of wages then the services of the Petitioner were terminated on 6-6-2005 without any written order or following the due procedure. Before that the Petitioner made a representation dated 19-5-2005 to regularize his services and pay arrears of wages as per the wages paid to the casual labourer of Kakatiyanagar branch who raised ID No. 35/2001 which was decided on 24-9-2002 and the casual labour of the Kakatiyanagar branch were given wages as per rules and they were also paid arrears of the wages. The Petitioner moved a petition to follow the procedure of 1/3rd pay after two years one half of pay after another two years and 3/4th pay after another two years. The Petitioner further served a reminder on 31-5-2005 but no action was taken by the Respondent management. The action of the management in orally terminating the services of the Petitioner is illegal and against the principles of Industrial Disputes Act, 1947. The Hon'ble High Court of A.P. in WP No. 15555/93 directed the Respondent to consider the cases of the Petitioners of that case. Another WP No. 18436/2004 decided on 11-10-2004, the Hon'ble High Court of A.P., directed the Respondent to pass appropriate order on the observations of the regular employees. But the Respondent has not obeyed that order also. Hence, this petition.

3. The Respondent management has filed counter statement. They have challenged the maintainability of the claim petition. The Respondent has submitted that the Petitioner has not worked for more than 240 days. He was not on the rolls of the bank as such, the question of termination of the services did not arise. The allegation to this effect is baseless and misconceived. The bank has never engaged Petitioner in their employment nor the vacancies were notified, the

Petitioner was engaged on casual work when his services were required by the bank. He was never employed as regular or a full day worker. He is not entitled for the benefit Sec. 25F of the Industrial Disputes Act, 1947, because he was engaged to work as and when the bank required services of the Petitioner he was employed for that date only. The Petition has no force and deserves to be rejected or dismissed. The Petitioner can not claim any advantage from the order passed in WP No. 15555/93 or WP No. 18436/2004 because the Petitioner was not a party to this petition.

4. Parties were directed to produce their respective evidence. Petitioner filed his affidavit as examination in chief and presented himself for cross examination. He has filed 20 documents marked as Ex W1 to W20. Respondent bank has filed affidavit of Mr. Ch. Surender Raju as MW1, as examination in chief and presented him for cross examination. Respondent has also filed Xerox copy of the award dated 24-9-2004 passed in ID No.35/2001. Copy of the order of Hon'ble High Court of A.P. passed in WP No.15555/93 between Vishnu Kumar and K. Raju Vs. M.D., State Bank of Hyderabad. Letter of the Personnel department No. PER.GR. VI/7777 dated 28-3-2005 to Sri N. Rama Krishna and another letter addressed to Sri V. S. Krishna Chary, another letter to Sri K. Vijaya Kumar informing them that the bank is not in a position to absorb them in the bank's services.

5. I have heard counsels for both the parties and have perused the relevant claim and counter statements of the parties, documentary and oral evidences filed by them. It has been argued by the Learned Counsel for the Petitioner that the Petitioner has challenged the oral order of termination without following the procedure laid down u/s 25F of the Industrial Disputes Act, 1947 because the Petitioner has already put in more than 240 days of service under the management and control of the Respondent No.1 and 2. Thus, non-observance of the provision of Sec. 25F in this case is fatal and it cut the very root of the termination order. Because the compensation u/s 25F of the Industrial Disputes Act, 1947 has not been paid in this case. As against this argument of the Learned Counsel for the Petitioner, the Learned Counsel for the Respondent has argued that the Petitioner of this case has not been able to show and prove that he has worked for more than 240 days in the year preceding the alleged date of termination of his services. Because the Petitioner has not produced any appointment letter to show as to when he was appointed in the bank's services. The Learned Counsel for Respondent has cited the statement of the Petitioner dated 1-3-2006 wherein, during cross examination the Petitioner has admitted that he was not given any appointment order. The Respondent's counsel has further cited the oral statement of the Petitioner dated 1-3-2006 wherein the Petitioner has stated that he was

not assured in the writing for regularization. The Petitioner has stated that he worked on the extension counter of the Respondent bank at RTI office. The Petitioner has stated that Respondent bank has not recruited any body as temporary employee for the last five years. A suggestion has been given to the Petitioner by the Respondent that he has not worked for more than 240 days in a year. As against it, though the Petitioner has denied the suggestion but the Petitioner on his own has not been able to file any documentary or other reliable evidence which may prove that the Petitioner has worked for more than 240 days in the year preceding date of his termination. Learned Counsel for the Respondent has argued that it is the duty of the Petitioner before the Industrial Tribunal to prove that he has worked for more than 240 days in the year preceding the date of termination of the services then, only the Petitioner's shall be entitled for the benefit of Sec.25F of the Industrial Disputes Act, 1947. The Petitioner of this case has not been able to prove that he has worked for more than 240 days preceding the date of his termination as such, the provisions of Sec. 25F of the Industrial Disputes Act, 1947 is not applicable in the present case and non-observance of the procedure of Sec.25F of the Industrial Disputes Act, 1947 does not made the order of disengagement illegal.

6. Petitioner has filed Ex. W20 xerox copy of the application for appointment in the bank's sub-ordinate cadre, which is dated 12-4-2002. This itself is not sufficient to prove that the Petitioner was appointed on that date. Ex. W20 is simply an application for the appointment. When Petitioner was appointed is not clear nor mentioned in this document. The Petitioner has filed EX.W1 xerox copy of the Identity card issued to the Petitioner as casual labour. When this I Card was issued is not clear. However, the Petitioner has filed Ex.W2 proposal for sanction of a post of part time employee on consolidated wage. It is a letter written by Branch Manager, Bellavista branch, for absorption of Petitioner K. Santhosh Kumar on consolidated wage of Rs.740. Ex. W3 is another recommendatory letter of the Bellavista branch, the Manager recommending for the absorption of K. Santhosh Kumar on consolidated wages. But this letter is also does not bear any date or the order passed on this recommendatory letter. Ex.W5 letter dated 11-3-89 for absorption of three employees which is not concerned with this present petition. Ex. W 6 is the list of casual labours whose services were discontinued by the Respondent management. This paper is not relevant for the purpose of the present petition. Ex. W7 is a letter for creation of post of sweeper cum water boy dated 25-10-2004 which prove that a post was created for Vidyt Soudha Extension counter. Ex.W9 is a demand letter for Rs.50000. This paper is also not relevant for the purpose of this petition. Ex. W10 is a letter for remittance of Rs. 1 lakh through Mr. Santosh Kumar.

Ex.W11 is representation of Santosh Kumar. Ex. W11 and W12 are not concerned with the present case. Ex. W13 is another letter to send a sum of Rs.1 lakh through Santosh Kumar. Ex. W16 and W18 are also letters to send Rs. 1 lakh and 50,000 separately through Santosh Kumar. Ex.W17 is the letter of Respondent to the State President, A.P. Industrial Employees Union informing him that K. Santosh Kumar, P. Srinivas, V.S. Krishnachary, Bhuraram and Sri N. Ramakrishna are not workmen within the meaning of Industrial Disputes Act, 1947 because they are engaged on day to day basis depending upon contingency and they have no right for regularization. On the basis of these documents, the Petitioner's counsel has argued that the Petitioner has worked form 2002 to 2005 regularly and he has completed 240 days. But the Learned Counsel for the Respondent has stated before this court that Ex. W9 is a requisition order dated 30-4-2005 whereas Ex. W10 is a requisition letter dated 10-5-2005, Ex.W13 dated 20-5-2005, Ex.W16 dated 6-6-2005, Ex.W18 is dated 9-8-2005. This shows and proves that the Petitioner has been engaged on those dates when there is work available with the Respondent. There is no document to prove that the Petitioner has continuously worked for more than one day at one stretch of a time. This proves the contention of the Respondent that the Petitioner was engaged only on those dates when there was work available with the Respondent and thus the nature of engagement of the Petitioner was for a single day. He was engaged at the beginning of the date and his services were disengaged on the close of the day. Thus there is no proof or evout of evidence to substance the contention of the Petitioner that he was continuously working for 240 days or even for single week.

7. Learned Counsel for respondent has further argued that, the Petitioner has no right to claim regularization or absorption in the services because he was never appointed as a regular casual labour or daily wage worker. Since the Petitioner was not engaged on the regular basis he can not claim benefit of absorption or regularization. The services of Petitioner were on the day to day basis, thus, he has no legal right to claim regularization or claim the benefit of Industrial Disputes Act, 1947.

8. I have considered the above argument of the Learned Counsels for the parties and have also gone through the documents cited above and the statement of the Petitioner. In his statement, the Petitioner has no where stated that he has continuously worked for more than 240 days. He himself has admitted that no appointment letter was given to him and within last five years no person has been employed by the Respondent bank as temporary employee. This statement was recorded on 1-3-2006. Thereby the own submission of the Petitioner it is proved that Respondent since 2001 onwards nobody was employed by the Respondent

bank or recruited by the Respondent bank. Hence, the contention of the Petitioner that he is working since 2001 or beyond 2001 is misconceived based on no evidence and not fit to be believed by this tribunal. It is undisputed that the Petitioner has been engaged when the Respondent bank has work to be done on a particular date, thereby the Petitioner was engaged for a day's work as and when required by the Respondent management. The Petitioner was never appointed or recruited as a regular employee of the bank. His services were disengaged on the close of the day as such, he can not claim the benefit of Sec. 25F of the Industrial Disputes Act, 1947 and Respondent bank has not committed any illegality in not following the provisions of Sec. 25F of the Industrial Disputes Act, 1947. Since the Petitioner was engaged for a day's work after the close of the day Petitioner did not remain the employee of the bank, therefore, he has not completed more than 240 days in the year preceding the date of his disengagement from the employment. There was no need to follow the procedure of Sec. 25F, Petitioner's disengagement is neither illegal nor it is in violation of the principles of Industrial Disputes Act, 1947 and no interference can be done in the action of the management. The Learned Counsel for the Respondent has cited case of Hon'ble Supreme Court of India reported in 2008(10) pages 1 Official Liquidator Vs. Dayanand and others wherein the Hon'ble Supreme Court of India has quashed the appointment of a company paid staff because they have not come through the proper channel and by their absorption in the service, meritorious persons were not given opportunity or could not avail the opportunity to complete for the best. He has further cited the case law reported in 2006(1) Decisions Today (SC) page 493 of the Hon'ble Supreme Court of India in the matter between the Secretary, State of Karnataka & Others Vs. Umadevi & others, wherein the Hon'ble Supreme Court of India has held that the public employment should be made in accordance with the rule—Temporary employees or daily worker or contractual workers have no enforceable legal right to be permanently absorbed into service.

9. On the basis of above two case laws of Hon'ble Supreme Court of India, the Learned Counsel for the Respondent has submitted before this court that if this tribunal may come to a conclusion that the Petitioner was daily rate worker, even though in the light of the judgement of Umadevi, daily wage worker have no enforceable legal right to claim for absorption. More so, in this case the Petitioner has not been able to prove that he was a regular daily wage worker. But from the evidence available on the record it is clear that the Petitioner was engaged by the Respondent management for only those days when there was work available with the management. Thus, the nature of employment of the Petitioner was that of a purely daily

rate worker, whose employment was terminated at the end of the day and thus he was not entitled to claim even daily wage work from the respondent management. Thus, the disengagement of the Petitioner, who was not appointed following rules of appointment is not fit to be governed by the principles of Industrial Disputes Act, 1947, the disengagement can not be questioned before this tribunal because Petitioner was not a workman within the meaning of the Industrial Disputes act, 1947.

10. I have considered the above argument and I have also come to the conclusion that from the evidence on record it is proved that Petitioner was engaged for the day's work and his services or engagement were terminated by the end of the day. As such, the Petitioner can not claim regularization on the basis of such casual engagement. The action of the management in disengaging the services of the Petitioner is neither illegal nor against the principles of Industrial Disputes Act. It can not be questioned before this tribunal, the Petitioner has not been able to prove his case for declaring the action of the management as illegal or arbitrary and Petitioner is not entitled for any relief.

Award passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her corrected by me on this the 27th day of April, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined
for the Petitioner

WW I: Sri K. Santosh
Kumar

Witnesses examined
for the Respondent

MWI: Sri Ch. Surender
Raju

Documents marked for the Petitioner

- Ex.W1: Copy of identity card of WWI
- Ex.W2: Copy of proposal for sanction consolidate wage to give post of Peon on consolidate wages
- Ex.W3: Copy of proposal for sanction of post of Peon/Lunch Room Attendant/Water Boy on consolidate wage to the AGM and DGM Dt. 22-5-2003
- Ex.W4: Copy of Delivery book
- Ex.W5: Copy of Lt. No. PER/GR.VI/F. 22/2279 from the Personnel Manager, Admn. to the Regional Manager, for permanent absorption under ID Act dt. 11-3-1989

- Ex.W 6: Copy of Lr. Dt. 29-12-99 reg. Absorption of temporary employees on consolidate wage
- Ex.W 7: Copy of Lr. No.F/Premises/1028 dt. 25-10-2004 to the AGM, to create the post of sweeper cum water boy
- Ex.W 8: Copy of Lr. No. F/Misc./1436 dt. 21-3-2005 to Sub-Post Master, APSEB, Vidyutsoudha to hand over the cheque to WWI
- EX.W 9: Copy of Lr. Dt. 30-4-.2005 By Respondent to the Special Assistant, RTA Extn., Bellavista to send cash remittance of Rs. 50000 through WW I
- EX.W 10: Copy of Lr. Dt. 20-5-2005 By Respondent to the Special Assistant, RTA Extn., Bellavista to send cash remittance of Rs. 1,10,000 through WW I
- EX.W 11: Copy of demand notice dt.19-5-2005 by WWI to the Respondents for his promotion to next grade
- EX.W 12: Receipts of courier of Ex.W 11 dt. 19-5-2005
- Ex.W 13: Copy of Lr.dt. 28-5-2005 by Respondent to the Special Assistant, RTA Extn., Bellavista to send cash remittance of Rs. 10000 through WW 1
- Ex.W 14: Copy of circular dt. 5-6-2002 No.PER/2002-2003/15 directions by Head Office to pay Bonus
- Ex.W 15: Copy of circular dt. 3-6-2005 No. PER/GR/IV/Misc./1297 issued by Head Office to all the branches to terminate the candidates
- Ex.W 16: Copy of Lr. Dt. 6-6-2005 by Respondent to the Special Assistant, RTA Etn., Bellavista to send cash remittance of Rs. 1,00,000 through WW 1
- Ex.W 17: Copy of Lr.From DGM/Per. & HRD to the State President, A.P. Industrial Employees Union, that the workman/Casual Labours are not the workman under ID Act

- Ex.W 18: Copy of Lr. Dt. 9-8-2005 By Respondent to the Special Assistant, RTA Extn., Bellavista to send cash remittance of Rs. 50000 through WWI
- Ex.W 19: Copy of application of WW I
- Ex.W 20: Copy of application of Sri Srinivas

Documents marked for the Respondent

- Ex. M 1: Copy of award of CGIT-cum-Labour Court, Hyderabad dt. 24-9-2002
- Ex. M 2: Copy of order in WP No.15555/1993 dt. 28-3-97
- Ex.M 3: Copy of order in WP No. I 8436/2004 dt. 11-10-2004
- Ex.M 4: Copy of Lr. Of State Bank of Hyderabad head office to Sri N. Rama Krishna dt. 28-3-2005
- Ex.M 5: Copy of Lr. Of State Bank of Hyderabad to Sri V.S. Krishnachary dt. 28-3-2005
- Ex.M 6: Copy of Lr. of State Bank of Hyderabad to Sri K. Vijay Kumar dt. 28-3-2005.

नई दिल्ली, 27 मई, 2009

का.आ. 1750.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. I-चंडीगढ़ के पंचाट (संदर्भ संख्या 85/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/180/1995-आईआर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1750.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/96) of the Central Government Industrial Tribunal-cum-Labour Court, I Chandigarh as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 26-5-2009.

[No. L-12012/180/1995-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR
SHARMA, PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT-I, CHANDIGARH.

I. D. NO : 85/1996

Smt. Vijay Kumar, C/o. General Secretary, SBI Staff
Congress, House No. 1304, Sector 23, Chandigarh.

Workman

Versus

Assistant General Manager, Office Administration
Department, State Bank of India, Chandigarh Local Head
Office.

.....Respondent

APPEARANCES

For the Workman : Sh. Manjit Dhiman,
Advocate

For the Management : Sh. S. K. Gupta
Advocate.

AWARD

Passed on 21-05-2009.

Government of India *vide* Notification No.
L-12012/180/1995-IR (B-1) Dated 4-9-1986 referred the
following Industrial dispute for adjudication of this
Tribunal:

"Whether the action of the management of State
Bank of India represented by Assistant General
Manager, Office Administration Department, Local
Head Office, Chandigarh in dismissing Shri Vijay
Kumar, Messenger from services of the bank with
effect from 17-2-95 is legal and justified? If not, to
what relief the workman is entitled to and for
which date?"

After receiving the reference parties appeared and
preferred to file their pleadings and evidence. As per the
provisions of the Industrial Disputes Act, parties were
heard on genuineness of enquiry. Before mentioning the
result of the fate of the enquiry, it will be proper to
mention that the workman was charge sheeted for
stealing two fans from the premises of the bank. It was
the contention of the Management that both the fans
were recovered from the custody of the workman and
he confessed to his act of stealing two fans. The
Management called for explanation of the workman and
dissatisfied with the explanation appointed an Enquiry
Officer to conduct a departmental enquiry against the
workman. On the basis of enquiry report, the
disciplinary authority provided the punishment of
dismissal of the workman from the services of the bank.

Industrial dispute was raised by the workman and on
failure of conciliation report, this reference.

As stated earlier, both of the parties were heard
on genuineness of enquiry and this Tribunal *vide* order
dated 27-3-2003 set aside the enquiry report and
proceedings and afforded the opportunity to the
Management to prove the charge levelled against the
workman before this Tribunal.

All possible opportunity was also afforded by this
Tribunal. Management of Bank produced as more as
three witnesses and other documentary evidence to
prove the charge levelled against the workman.
Evidence of workman in his defence was also recorded.
Arguments were heard a fresh, and thereafter, the file
was reserved for award.

As the enquiry report has been set aside by this
Tribunal *vide* order dated 27-3-2003, enquiry report and
proceedings cannot be the basis for proving the charges
against the workman. There is no confusion on the
charge-sheet and the workman understood the charges
levelled against him. The Management was to prove the
charges and after going through materials on record,
which includes evidence oral and documentary, I am of
the view that the Management has properly discharged
his responsibility of proving the charges against the
workman. I am reaching to the conclusion that
Management has proved the charges levelled against
the workman on the following grounds :—

(i) It is admitted by the workman that on 5-3-93 he
was present in the bank. It is also admitted that he came
out from the Gate No. 2 on a scooter driven by Surender
Kumar at about 8.45 A.M. So the plea raised by the bank
regarding proving of charge that the workman was
present in the bank on 5-3-93 is admitted. It is further
admitted that at about 8.45 A.M. he came out from the
bank on Gate No. 2 on a scooter driven by Surender
Kumar.

(ii) MW-2 Shri Pratap Chand and MW-3 Shri
Mohender Singh have categorically stated that at about
8.45 A.M., the workman came out from the bank on a
scooter with brief-case. He tried to stop him but in vain.
As stated earlier, the presence in the bank and coming
out of the bank on the day and time in question has
been admitted by the workman. On going through the
entire material on record and evidence of MW-2 and
MW-3, there is no iota of evidence to distrust the
evidence given by MW-2 and MW-3 on the issue of
leaving the bank by the workman at 8.45 A.M. along
with a brief-case on a scooter driven by another person
Surender Kumar.

(iii) Original complaint written by Shri Pratap
Chand and Shri Mohinder Singh have been proved

before the Tribunal. The workman has certain objections on the genuineness of these documents stating that the complaint does not bear the seal of the bank etc. In this regard I am of the view that the proceedings before the Tribunal are altogether different in nature and standard of proof is also different than in Civil Courts. This Tribunal has not to travel beyond the issue just on the technicalities of procedure. The complaint in original has been proved by the competent witnesses and in my view it cannot be doubted just on the procedural technicalities for not bearing the seal of the bank.

(iv) Recovery of two fans is partially admitted by the workman. MW-3 has categorically stated and proved that brief-case was opened in the presence of the workman before the Manager MW-1 and two fans were recovered. The fact of opening the brief-case and recovery of two fans is not denied by the workman but he has only stated that these fans he has purchased from the bank in the year 1991. One of the contentions of the learned counsel for the workman was that two fans cannot be kept in the brief-case. There is no occasion to discuss the issue which is admitted. The workman has admitted that the brief-case was opened in the presence of the Manager MW-1 and two fans were recovered.

(v) The workman has contended that the fans recovered were same purchased by him from the Bank at the consideration of Rs. 200/-. He has filed the receipt of Rs. 200/- for purchasing the fans in the year 1991. There is no circumstance before this Tribunal and any evidence as well to show that the fans purchased in the year 1991 were kept as such by the workman upto 1993 without any use. The workman has failed to prove that the fans recovered were the same fans which he purchased from the bank at the consideration of Rs. 200 in the year 1991. In my view filing of the receipt will not be sufficient but there should be close nexus between the purchasing of the fans in the year 1991 and recovery made in the year 1993.

(vi) The Management has also filed the documents containing the admission of the workman. The workman has contended that he admitted his act stealing of fans under threat and coercion. The contention as such cannot be believed unless and until the workman had proved the circumstances which resulted into the duress, threat or coercion. Thus, in absence of element of duress, threat and coercion, the admission made by the workman before the Manager MW-1 and the prescribed authority cannot be doubted.

Thus, if all the above mentioned facts are considered one by one, it constitutes a complete chain of act committed by the workman. The proceedings before this Tribunal and the departmental proceedings

are altogether on different footings. In one case Hon'ble Mr. Justice Krishna Iyer regarding the departmental proceedings and proceedings before the Tribunal has held that in the departmental proceedings and proceedings before the Tribunal there should be no eylegy even to hearsay evidence, if it has the close nexus with the misconduct of the employee. Before this Tribunal there is no hearsay evidence but cogent and reliable evidence.

There is a close nexus of the act of committing theft, opportunity to commit theft and recovery of articles subjected to theft. One of the objections raised by learned counsel of the workman has been that by the time of recovery there has been no shortage of article from Store Room of the Bank, but it is after the recovery of fans, it was reported that two fans are short. In my view this circumstances cannot be nullify well proved act of committing theft of two fans from the bank premises proved on the basis of direct and reliable evidence.

On the basis of above, I am of the view that the charges leveled against the workman are well proved by the Management and the workman is liable for the punishment for committing theft of two fans from the bank premises.

Learned counsel for the workman has prayed that the punishment provided is in disproportionate to the committed misconduct. He has also argued that the nature of act committed by the workman afforded the opportunity to this Tribunal to invoke its jurisdiction under Section 11-A of Industrial Disputes Act to consider the lesser punishment. The reason for such interference, as stated by the learned counsel for the workman, is that the workman has not indulged in any financial and economic activities of the bank. The activity of the bank is the money transaction with the public and this main activity was not affected with the act of committing theft of two fans from the bank premises. In my view, the act of the workman of committing the theft of two fans from the bank premises shows his mental attitude of committing such an act which is certainly against the interest of the bank. The bank which is a financial institution should not tolerate such type of activity by any of its workmen and in my view the punishment of dismissal given by the prescribed authority was appropriate and proportionate to committing the misconduct. Thus, after enquiry I am of the view that the workman was rightly and should be punished with the punishment of dismissal from the services of the bank on the basis of his misconduct of committing of theft of two fans from the bank premises. Left Central Government be informed, and thereafter, filed be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 27 मई, 2009

का.आ. 1751.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री आनन्दा ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अमुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 1/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/38/2002-आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1751.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the Industrial Dispute between the management of Sree Anantha Grameena Bank and their workmen, received by the Central Government on 26-5-2009.

[No. L-12012/38/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 17th day of February, 2009

Industrial Dispute No.1/2003

BETWEEN

The General Secretary,
A.P. Regional Rural Banks,
Employees' Association, B-3, F-14,
Amrutha Arcade, Opp. Venkataramana
Theatre, Kachiguda Station Road,
Hyderabad - 500 027Petitioner/Union

AND

The Chairman,
Sree Anantha Grameena Bank,
H.O. Dr. B.R. Ambedkar Road,
Anantpur - 515001Respondent

APPEARANCES

For the Petitioner : M/s. B.S.A. Satyanarayana,
Suresh Kumar & P.V. Rao,
Advocates

For the Respondent : M/s. K. Srinivasa Murthy &
G. Praveen Kumar, Advocates

AWARD

The Government of India, Ministry of Labour by its order No. L-12012/38/2002-IR(B-I) dated 29-11-2002 referred the following industrial dispute under section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of Sree Anantha Grameena Bank and their workman. The reference is,—

SCHEDULE

“Whether the action of the management of Sree Anantha Grameena Bank, Anantpur in effecting change in the designation of Messenger-cum-Sweeper is justified? If not, what relief the employees are entitled?”

2. The Petitioner Union filed claim statement stating that the management has changed the designation of Messenger to that of Messenger-cum-Sweeper which was questioned by the union. It is submitted that the management said about that change happened according to NIT Award and Supreme Court Judgment. It is prayed that the claim of the petitioner union be allowed.

3. A counter was filed by the respondent bank. It is submitted that the Government of India issued instructions to RRBs for implementation of the NIT Award read with Equation Committee Report vide their Cir. No. 11-3/90/RRB (1), dated 22-2-1991. In order to overcome certain operational problems in implementation of the NIT Award, a working group under the chairmanship of Chief General Managers of NABARD, Sri R.C. Gupta was constituted along with other members. In view of the Gupta Committee recommendations, NABARD issued guidelines vide Cir. No.C.4559/(316)/gen/92-93, dated 20-3-1993 regarding implementation of NIT Award. The following are the guidelines regarding messengers and sweeper-cum-messengers:

(1) Wherever a full time messenger-cum-sweeper is deployed, no separate sweeper shall be provided and the full time messenger-cum-sweeper shall perform both the duties.

(2) As part of regularization of the subordinate staff, all such employees be redesignated as messenger-cum-sweepers and all subsequent recruitments should be for the combined designation i.e., messenger-cum-sweepers, driver-cum-messengers.

4. It is submitted that the Gupta Committee as well as the Award passed by the NIT has become a term and condition of service for the employees is no provision either in the Award or the Gupta Committee report for creating posts of sweepers. Hence, the workmen are not entitled to any relief.

5. Parties were asked to produce their respective evidences. Both parties are absent for several adjournments

including today i.e., 17-2-2009. In absence of parties evidence is closed. Hence, Nil Award is passed in absence of evidence.

Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant, transcribed by her corrected by me on this the 17th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 27 मई, 2009

का.आ. 1752.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ हैदराबाद के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निषिद्ध औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (संदर्भ संख्या 13/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/23/2006-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2009

S.O. 1752.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.13/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of Hyderabad and their workmen, received by the Central Government on 26-5-2009.

[No. L-12012/23/2006-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present: Shri Ved Prakash Gaur, Presiding Officer

Dated the 13th day of February, 2009

Industrial Dispute No.13/2007

BETWEEN

Sri Mohd. Lateefuddin,
Andhra Pradesh Industrial Employees Union,
House of Labour,
King Kothi Road,
Hyderabad

....Petitioner

AND

The Deputy General Manager (Per & HRD),
State Bank of Hyderabad, Head office,
Gun Foundry, Hyderabad - 500 001.Respondent

APPEARANCES

For the Petitioner : NIL

For the Respondent : Sri A.V. S.S. Prasad, Advocate

ORDER

The Government of India, Ministry of Labour by its order L - 12012/23/2006-IR(B-I) dated 18-1-2007 referred the following dispute under section 10(1) (d) of the I.D. Act, 1947 for adjudication to this Tribunal between the management of State Bank of Hyderabad, and their workman. The reference is,—

SCHEDULE

“Whether the action of the management of State Bank of Hyderabad, not regularizing the services of Sri K. Rameshwar, Casual Labour, working since 1989 is legal and justified? If not, what relief the workman is entitled to?”

The reference is numbered in this Tribunal as I.D. No.13/2007 and notices were issued to the parties.

2. On 13-2-2009, the counsel representing the Petitioner filed a memo stating that prayer in LCID No. 119/2005 and in I.D. No. 13/2007 is one and the same, and prayed to close the I.D. No. 13/2007. Hence, this I.D. is closed. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her, corrected and pronounced by me on this the 13th th day of February, 2009.

VED PRAKASH GAUR, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 28 मई, 2009

का.आ. 1753.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 75/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2009 को प्राप्त हुआ था।

[सं. एल-42012/230/98-आईआर (डी.यू.)]
सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 28th May, 2009

S.O. 1753.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.75/99) of the Central Government Industrial Tribunal-cum-Labour Court, No.-1 Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.P.W.D. and their workman, which was received by the Central Government on 28-5-2009.

[No. L-42012/230/98-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case No. I.D. 75/99

Ms. Rekha Khurana, D/o Shri Manohar Lal, H.No. 669,
New Premnagar, Karnal.

.....Applicant

Versus

The Executive Engineer, Karnal Central Division, Central
Public Works Department, Karnal.

.....Respondent

APPEARANCES

For the workman : Sri D.R. Sharma

For the management : Sri G.C. Babbar

AWARD

Passed on : 19-5-2009

The Government of India vide notification No. L - 42012/230/98/IR(DU) dated 1-3-1999, referred the following industrial dispute for adjudication to this Tribunal:-

“Whether the action of the executive Engineer, Karnal Central Division, Central Public Works Department, Karnal in terminating the services of

Smt. Rekha Khurana D/o Sh. Manohar Lal is legal and justified? If not, to what relief the workman is entitled?”

Both of the parties were afforded the opportunity to file their respective pleading and adduce evidence. Both of the parties availed this opportunity. I have gone through the pleadings and evidence of the parties. There is no dispute that workman Smt. Rekha Khurana worked with the management of CPWD, Karnal under the Executive Engineer. The dispute is regarding the nature of work. As per the workman she worked with the management from 7-9-92 to 31-7-97. Her services were terminated without any notice, one month wages in lieu of notice or retrenchment compensation.

On the other hand, the management of CPWD contended that the appointment of workman was purely contractual for fixed term and on fixed payment. It has also been contended by the management that there was no master servant relationship between the workman and the management of respondent, hence, there was no requirement for any notice or retrenchment compensation as required by Industrial Disputes Act. After perusing the pleadings and evidence of the parties the main issues before this Tribunal for adjudication are as follows:-

(1) Whether Smt. Rekha worked with the management of CPWD upto 1997, and her appointment was purely on contract basis for a fixed term and for fixed wages?

(2) Whether the workman is entitled for any relief?

I am answering these issues one by one.

Both of the parties, as stated earlier, have filed evidence oral and documentary. There is no dispute that Smt. Rekha Khurana was engaged by the management of CPWD for clerical work on 7-8-92 for three months. After three months the period was extended and thereafter, by separate instrument the work was provided for three months several times. All the documents filed by the management, which are annexure M1 to M6 on record, have been admitted by the workman in her cross-examination. The contents of these documents have also been admitted. I have gone through these documents filed by the management. Annexure M1 is the work order prepared by the management which is for the period of 24-9-92 to 23-12-92 for three months. It was a contractual appointment for three months and Smt. Rekha Khurana was to be paid a fixed wages as agreed between them. M2 is the extension letter by which this period of work was extended up to 31-12-92.

Annexure M3 is the work order for a fixed term of three months on fixed wages from 1-1-93 to 31-3-93.

Likewise, M4 is also the work order for a fixed term of three months from 1-4-1993 to 30-6-93. Under this instrument

the workman was to be paid the fixed wages. M5 is another work order providing the work to the workman for a fixed term of three months from 1-7-1993 to 30-9-93 for fixed wages. Annexure M6 is the office order extending this fixed term upto 31-10-93.

Thereafter, no work order for carrying out work on contract was executed between the management and the workman. The workman has contended that she worked upto July 1997. This contention is admitted by the witness of the management MW1 in his cross-examination. The opening four lines of MW1, Shri S.S. Vashistha, Executive Engineer, C.P.W.D., Karnal are as follows:—

“ I am deposing in the present case on the basis of the record. It is correct that the workman was engaged in the year 1992 and was disengaged in 1997 but was not terminated as she was not the employee of the management”.

This statement of MW1 justified and proved the contention of the workman Smt. Rekha Khurana that she worked with the management upto 1997. She worked with the management up to 1997 is very well mentioned in the records of the management because MW1 had deposed on the basis of the record. Those records reasons known to the management have not been provided to this Tribunal.

Facts admitted need not to be proved. Thus, the contention of the workman that she worked with the management from 7-8-92 to 31-7-92 is well proved.

The management has filed the documents for working on contractual basis up to 31-10-93. Thus, from 31-10-93 to 31-7-97 the workman worked with the management and the nature of her work with the management after October 1993 was on different footing. The last so called contract expired on 31-10-93 and as admitted by the management Smt. Rekha Khurana worked with the management up to July 1997. Thus, the working of workman after 31-10-1993 to July 1997 was not on contractual basis and for all purpose she will be deemed to be the direct employee of the management.

Industrial Disputes Act came into force for specific purpose to regulate the working conditions of the workman. For all purposes the provisions of the Industrial Disputes Act are to be construed to ensure the purposive construction. Thus, in absence of any contract between the management and the workman after 31st of October 1993, as per the provisions of Industrial Disputes Act, it cannot be presumed that Smt. Rekha Khurana worked with the management on the basis of the same contract which expired on 31-10-1993. Thus, Smt. Rekha Khurana worked with the management up to July 1997 and her engagement with the management after 31st of October 1993 was not contractual and she was the direct employee of the management.

Now, I am discussing the issue No.2 which is on relief. It is admitted that for class III appointment a procedure is prescribed and no appointment can be made without adopting and following that procedure. In engagement of the workman to the work of class III employee no such procedure was adopted and followed. But the issue before this Tribunal is not the regularization of the services of the workman. It is the protection of right to work of the workman she was working with the management at the time of her termination. Even the termination is not barred but it is regulated by law, i.e. by Industrial Disputes Act. As per the Industrial Disputes Act, if the workman had worked directly with the management for 240 days or more her termination is regulated by the Act. So, the question before this Tribunal as stated earlier is not the regularization of the services of the workman nor her appointment on substantial vacancy but to protect her illegal termination against the provisions of Industrial Disputes Act. It is clear that she worked for more than 240 days in every preceding year before the date of her termination. It is admitted by the witness of the management that she worked up to 1997 but reasons known to the management documents up to October 1993 have been filed. The witness of the management has also deposed on the basis of the documents but the same documents were not provided to the Tribunal. Hence this Tribunal is bound to take adverse inference regarding the working of the workman for 240 days in the preceding year from the date of her termination which make her termination illegal and void.

If the termination from the services of any workman is declared to be illegal, there are two possible remedies available. The first remedy is reinstatement of the working on the same status as she was working before her termination and another is the reasonable compensation. The witness of management has also deposed that all the class III vacancies have been filled in by the management through the procedure established by law. Thus, there is no work available with the management and only remedy left is a reasonable compensation.

The compensation to be provided should be based on reasonable criteria. The criteria for calculating the compensation which I am adopting are the wages which the workman was getting at the time of her termination, amount of retrenchment compensation, depreciation in the amount of money, interest on the amount and the enhancement of wages due to the 6th pay commission of employees and its effect on daily waged workers. Thus, after considering the above mentioned facts, I am of the view that Rs. 70,000 shall be reasonable compensation to be provided to Smt. Rekha Khurana on ground of her illegal termination from the services by the management of CPWD. Accordingly, the management of CPWD is directed to provide/deposit the amount of Rs. 70,000 within one month from the date of publication of this award. It is hereby made clear that if this amount is deposited/paid within

one month from the date of publication of the award no interest shall be charged. If the management failed to comply with the order in depositing the amount within one month from the date of publication of this award the workman shall be entitled for the interest at the rate of 8% per annum on the Rs. 70,000 from the date of filing the statement of claim till final payment. The reference is answered accordingly. Let Central Government be informed for publication of the award and thereafter, file be consigned.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 29 मई, 2009

क्रा.आ. 1754.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 123/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-5-2009 को प्राप्त हुआ था।

[सं. एल-12012/85/2002-आई.आर. (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th May, 2009

S.O. 1754.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 123/2002) of Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 29-5-2009.

[No. L-12012/85/2002-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present: Shri N.K. Purohit, Presiding Officer

I. D. No. 123/2002

Ref. No. L- 12012/85/2002-IR(B-I) dated: 10-7-2002

BETWEEN

Sh. Bal Chander, S/o Shri Arku,
Village & Post - Lakhanpura,
Distt. Lalitpur (U.P.)
AND

The Assistant General Manager,
State Bank of India,
Regional Office,
Region No. 4, Mall Road,
Kanpur - 208001

AWARD

Dated: 15-5-2009

1. By Order No. L-12012/85/2002-IR(B-I) dated 10-7-2002 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Bal Chander, S/o Shri Arku, Village & Post - Lakhanpura, Distt. Lalitpur (U.P.) and the Assistant General Manager, State Bank of India, Regional Office, Region No.4, Mall Road, Kanpur for adjudication.

2. The reference under adjudication is:

“Kya Assistant General Manager, State Bank of India, Kanpur ke aadesh dinank 2-3-2000 ke dwara Shri Bal Chander Atmaj Shri Arku ke sewa samapt (dismiss) karna nayayochit hai? Yadi nahi, to sambandhit karmkar kis anutosh ka hakdar hai?”

3. These basic facts are not disputed that the workman Bal Chander was appointed in the subordinate cadre by the management of the State Bank of India vide appointment order dated 7/11 August 1989. The workman was working in the Babina Branch of the Bank when he was served upon a charge sheet dated 15-1-1996 by the Asstt. General Manager regarding furnishing fake Transfer Certificate, mentioning the date of birth of the workman to be 5-3-1962, which was, later found to be wrong. The management of Bank conducted a domestic enquiry, on getting reply of the workman of the said charge sheet vide his reply dated 30-1-1996, and dismissed the workman vide order dated 2-3-2000. The workman, aggrieved from the dismissal order, preferred an appeal to Dy. General Manager, of the bank which was rejected vide order dated 5-3-2001. The workman filed writ petition in Hon'ble High Court judicature at Allahabad & the said writ petition was dismissed on the ground that alternative remedy is available & the worker was permitted to raise the dispute in the Labour Court. Thus, the workman raised this industrial dispute before the concerned authority. Failure of conciliation proceedings necessitated the appropriate Government to refer the matter for adjudication before this Tribunal.

4. The workman in his statement of claim has submitted that his date of birth 5-3-1962 mentioned in the Family Register of Gram Panchayat and in the Matriculation Certificate, is correct. He has questioned the validity of domestic enquiry on the ground that it was conducted in an arbitrary manner without following principle of natural justice and giving proper and full opportunity to the workman of defence. Also, though the management failed to prove the charges against him still he has been penalized by the impugned order of dismissal. The workman has further alleged that he was not given opportunity of personal hearing by the Disciplinary Authority and

similarly the Appellate Authority also did not provide the opportunity of hearing to the worker. He has alleged that the punishment of dismissal is harsh and disproportionate. Accordingly the workman has prayed for reinstatement with continuity in service and back wages and other consequential benefits.

5. The management of the Bank in its written statement has submitted that the workman at the time of his appointment, submitted the transfer certificate, bearing serial No. 1865, with his date of birth to be 5-3-1962, which was later, on investigation, found to be fake. Accordingly he was served upon charge sheet dated 15-1-1996 for alleged misconduct and a domestic enquiry was conducted to inquire into the charges contained therein. The management has denied the allegations of the workman that the domestic enquiry conducted by it, against the workman with respect to said charge sheet, was in violation of principle of natural justice or he was not given full and proper opportunity to defend himself. It has contended that the domestic inquiry against the workman was fair, proper and just. The management has further submitted that the charges against workman were fully proved and punishment order of dismissal is not excessive; and the workman himself did not request the Appellate Authority for personal hearing, therefore, the same was not provided to him. Accordingly, the management has prayed that the claim of the workman be rejected as he is not entitled for any relief whatsoever.

6. The workman has filed rejoinder whereby he has only reiterated his averments in the statement of claim and has not introduced any new fact.

7. Following preliminary issues were framed vide order dated 17-4-2003:

- (i) whether the date of birth of the workman is 5-3-1962 as alleged by him.
- (ii) Whether the worker was not given opportunity of being heard and the departmental enquiry was conducted without observing principle of natural justice? If so, its effects.
- (iii) Whether the punishment inflicted was illegal and excessive? and
- (iv) Whether the worker is entitled to any relief?

8. Vide order dated 25-7-2003 the Tribunal ordered that the preliminary issue no.2 is to be decided first therefore parties were directed lead their evidence in respect of the said issue only.

9. Pursuant to said order, the parties submitted documentary evidence in support of their respective cases and worker examined himself whereas opposite party examined Shri R.S. Sainger, officer in support of their respective averments.

10. After hearing arguments of the learned representatives of the parties, the preliminary issues No.2 was disposed of in favour of the workman vide order dated 7-2-2005 and the management was called upon to lead fresh evidence to prove its charges against the workman. Accordingly, the management examined Shri Vishal Chandra Shukla, Branch Manager and Shri Kailash Narayan Namdev, Assistant Teacher, Inter College, Bansi in support of their case whereas the workman examined himself and his witnesses viz. Shri Parvat Singh Sahu, Principle, Intermediate Collage, Bansi in support of his case. Parties filed their respective written arguments apart from submitting oral submissions in support of their stand.

11. Heard the learned representative of both the sides and scanned the relevant material on record.

12. The learned representative of the management has argued that the workman has admitted in his reply dtd. 31-1-96 (14/3) in respect to charge sheet dtd. 15-1-96 (16/3), that the T.C. issued by the Uchatar Madhyamik Vidyalaya, Bansi, Lalitpur was submitted by the workman at the time of appointment. He has not stated that T.C. bearing no.1865 was not given by him. He has further submitted that as per record of the said school scholar register, the disputed documents (14/25) said to be the copy of T.C. bearing no.1865, is forged as sl.no. 1865 is pertaining to Sh. Damru Lal. He has further submitted that as per school record the name of the workman is at sl.no. 1260 & date of birth as mentioned therein is 5-9-62. He has further argued that workman submitted the forged T.C. bearing no. 1865 to show his eligibility of age required for the job because as per his actual date of birth 5-9-62 at the time of initial appointment, his age was 17 years & 7 months only whereas as per Bipartite Settlement 1987, required minimum age at the time of initial appointment is to be 18 years. The workman has admitted in his cross-examination that he was having knowledge of eligibility criteria. The workman was directed on 5-12-05 to produce the copy of the certificate said to be submitted by him at the time of appointment in spite of this he did not submit any such copy. The workman has not pleaded that original T.C. was submitted by him. At the time of submitting application for appointment, only copies of the original documents are being submitted, original documents are required to be submitted for perusal only. He has also submitted that copies of the documents i.e. High school certificate, family register and age certificate of primary school and marksheet submitted by the workman to establish his actual date of birth as 5-3-62, are not relevant as charge of alleged misconduct is regarding submission of forged T.C. bearing no. 1865 showing his date of birth as 5-3-62. He has also argued that in appointment letter dtd. 11-8-89, it is categorically mentioned that in case of furnishing any false information, the services of the workman would be terminated.

13. Per contra, the learned representative on behalf of the workman has submitted that the original T.C., which is alleged to be forged has not been produced by the management. He has also urged that from the copies of High School certificate, extract of family register and other documents produced by the workman, it is evident that actual date of birth of the workman is 5-3-62. He has further urged that workman had never admitted that disputed document i.e. photocopy of the T.C. bearing no. 1865, was ever produced by him.

14. I have given my thoughtful consideration on the argument advanced by both the sides.

15. The workman was charge sheeted on 15-1-96 for the following charge;

That while seeking appointment in the Bank as Messenger in the year 1989, you deliberately submitted a forged Transfer Certificate No. 1865 purportedly issued by Uchhatar Madhyamik Vidyalaya, Bansi, District Lalitpur, in which your date of birth has been shown as Fifth March Nineteen Sixty Two. Later on it transpired that your actual date of birth is Fifth September Nineteen Sixty Two. You had thus made false statement.

Your aforesaid act besides casting serious aspersions on your integrity and bonafides is highly prejudicial to Bank's interest.

You are, therefore, charged under Para 521 (4) (J) of Sastry Award as retained by the Desai Tribunal in its Award.

15. Before embarking upon the merit of the case, it is pertinent to mention that in view of the above alleged charge levelled against the workman it is not a matter of enquiry to find out whether the date of birth mentioned in record of the Uchhatar Madhyamik Vidyalaya, Bansi, Lalitpur is correct or the date of birth 5-3-62 as alleged by the workman on the basis of copies of High School Certificate (16/4), Family Register (16/20) age certificate of Prathmik Vidyalaya (16/25) etc. submitted by him, is correct. For alleged misconduct in charge, the relevant question for consideration is whether as per school record of Uchhatar Madhyamik Vidyalaya, Bansi, Lalitpur disputed copy of the T.C. Bearing no. 1865 purported to be issued by the said school mentioning therein name of the workman and his age as 5-3-62, is forged and whether the said disputed document was submitted by the workman.

17. The management has examined Sh. V.C. Shukla, the then Branch Manager of the bank and Sh. K.N. Namdeo, the then Principal who issued certified copy of the T.C. bearing no. 1260 and 1865 as Principal Intermediate College, Bansi, Lalitpur, to prove the alleged charge against the workman. Sh. Shukla has stated in his statement on oath that an application for appointment (14/19) was submitted by the workman and at the time of appointment

a forged T.C. bearing no. 1865 of the Uchhatar Madhyamik Vidyalaya, Bansi, Lalitpur was submitted by him. He has further stated that photo copies of T.C. bearing nos. 1260 and 1865 for verification were sent by the Bank to District Inspector of School, Lalitpur vide its letter dt. 17-2-05. He has also stated that the workman was not entitled for initial appointment as per his date of birth 5-9-62 as mentioned in T.C. bearing no 1260 of the said school. In cross examination Sh. Shukla has stated that photo copy of disputed T.C. bearing no. 1865 (document 14/15) was submitted by the workman. As regard copy of the T.C. bearing no. 1260 (document 14/26) he has stated that it was not produced neither at the time of appointment nor with the application submitted by the workman.

18. The above statement of the witness Sh. V.C. Shukla also finds corroboration from the statement of Sh. K.N. Namdeo who has stated that certified copies of T.C. bearing no. 1260 (33/16) and T.C. bearing 1865 (33/17) were issued by him. He has stated that as per record of the school brought by him at the time of his statement, the date of birth of the workman in T.C. bearing no. 1260 is mentioned as 5-9-62 and T.C. bearing no. 1865 is relating to Sh. Damrulal. He has also stated in his cross examination that as per the school record, the disputed document (14/25) is not the copy of the scholar register and T.C. at serial no. 1865 because the above number is pertaining to Sh. Damrulal whereas document 14/25 is in the name of Bal Chandra workman. He has also stated that as per school record the workman Bal Chandra left school on 30-6-79 and at that time he was student of class 8th and he passed class 8th in the year 1979. He has further stated that as per scholar register Sl. no. 1260 Bal Chander did not pass class 9th and he did not take admission in class 9th in the year 1979-80.

19. In rebuttal, the workman has stated in his examination in chief that he was appointed as casual labour in the bank's Sipri Bazar branch at Jhansi on 18-4-80 for 89 days. He has also stated that he submitted application to the Branch Manager alongwith date of birth certificate, mark sheet of class 8th and T.C. of class 5th (C-46/6). He had also submitted application for appointment as temporary worker and during interview he had submitted mark sheet of class 9th and T.C. of class 9th thereafter appointment letter was issued. He has also stated that at the time of joining, he had submitted T.C. and mark sheet of class 9th. He has further stated that the disputed document (14/25) is not the copy of the T.C. which he submitted because T.C. of class 9th bearing his signature in back was submitted by him. The workman has also stated that during his service period after obtaining permission, he did High School in the year 1991 and Intermediate in the year 1995.

20. But the credibility of the workman's testimony is shaken in his cross-examination. He has admitted in his

cross-examination that he had filled a form for appointment of casual worker. He has also admitted that charge sheet was served for T.C. relating to Uchhatar Madhyamic Vidyalaya, Basi, Lalitpur. In charge sheet the name of Primary Pathshala has not been referred. He has also admitted that in his reply to the charge sheet (14/3), it is stated that he had submitted T.C. issued by Uchhatar Madhyamic Vidyalaya, Basi, Lalitpur at the time of appointment. He has also admitted that he has not mentioned in the reply that T.C. bearing no. 1865 was not submitted by him. He has also admitted that he did not produce copy of T.C. produced at the time of appointment as per direction of the Tribunal. In cross examination he has also admitted that he took admission in class 6th in Uchhatar Madhyamic Vidyalaya, Basi, Lalitpur and as per said school record his date of birth is 5-9-62. He has further stated that for correction of date of birth an application was moved by his father when he was in class 6 & after death of his father he came to know about said application from his Mother. He has stated that an application in the year 1998 for change of his date of birth was submitted by him also but he has not produced copies of the said applications.

21. Thus, it is evident from the aforementioned admitted facts by the workman in his cross examination that as per record of the Uchhatar Madhyamic Vidyalaya, Basi, Lalitpur his date of birth is 5-9-62 & the T.C. which was submitted by him was relating to the said school.

22. Workman's witness Sh. Parbat Singh Sahu has stated that Uchhatar Madhyamic Vidyalaya, Basi, Lalitpur is now known as Intermediate College, Basi and he is Principal of the said college since 1-7-03. At the time of his deposition, the record of the Uchhatar Madhyamic Vidyalaya, Basi, Lalitpur was also produced and he has stated on the basis of said record that Sl. No. 1260 of the register, the date of birth of the workman Bal Chander is mentioned to be 5-9-62 and as per record the workman Bal Chander left the school on 30-6-79 after passing class 8th. He has further stated that at Sl. No. 1638 also pertain to the workman wherein his date of birth is mentioned as 5-9-62 and as per record after taking admission on 18-8-79 in class 9th the workman Bal Chander pass class 9th in the year 1979-80 but his name was deleted on 31-7-80 on account of non payment of fees. He has also stated that Sl. No. 1865 is relating to Sh. Damrual S/o Bhura whose date of birth is mentioned as 1-1-68 & who took admission on 23-7-81 and left the school after passing 10th on 30-6-89. He has also stated that copies of the T.C. bearing No. 1260 were prepared on 6-2-85 and 24-1-92 and the same were obtained by the workman Bal Chander on 6-2-85 & 30-1-92 respectively. Apart from this Bal Chander also obtained the copy of his T.C. on 11-7-79. He has also stated that copies of T.C. bearing 1865 were obtained by the workman on 26-9-80, 29-9-82 and 17-11-04. He has further stated that at Sl. No. 1865

there is endorsement that workman has obtained old and new T.C. In his cross-examination he has further stated that on the basis of earlier T.C. and admission form, entries were made in the school register at the time of admission in class 6th.

23. Thus, even the evidence of the workman & his witness Sh. Parvat Singh Sahu and the record of the said school produced by him, Fortifies the version of the management side on these material points that as per record Uchhatar Madhyamic Vidyalaya, Basi, Lalitpur date of birth of the workman is 5-9-62 and the disputed copy bearing No. 1865 in the name of the workman is forged because as per register Sl. No. 1865 is pertaining to Sh. Damru Lal S/o Bhura whose date of birth is 1-1-68.

24. Thus, the following facts have emerged from the aforementioned oral and documentary evidence on record:

1. The workman had studied in the Uchhatar Madhyamic Vidyalaya, Basi, Lalitpur and left the said school on 30-6-79 after passing class 8th.
2. As per scholar Register & T.C. of the said school, the name of the workman is at serial No. 1260 and his date birth mentioned therein is 5-9-62.
3. As per scholar Register & T.C. of the school serial No. 1865 is relating to Sh. Damru Lal whose date of birth mentioned therein is 1-1-68.
4. The disputed copy of the T.C. Bearing No. 1865 purported to be issued by the Uchhatar Madhyamic Vidyalaya Basi, Lalitpur is forced as per record of the said school.
5. The workman has admitted in his cross examination that the T.C. which he submitted at the time of appointment was issued by the Uchhatar Madhyamic Vidyalaya, Basi, Lalitpur.
6. As per statement of the workman's witness Sh. Parbat Singh Sahu, the date of birth mentioned in the school record at serial No. 1634 is also 5-9-1962.
7. The workman has tried to say in his statement that the copy of the T.C. which was submitted by him was of class IX but neither there is such pleadings nor he has produced any copy of alleged T.C. of class IX. Moreover, in spite of direction of the Tribunal, he did not file copy of the T.C. said to be submitted by him.
8. The minimum age required for initial appointment in the Bank is 18 years and as per date of birth mentioned in the said school record i.e. 5-9-62 the workman's age at the time of initial appointment was 17 years 7 months only and he was not eligible as per eligibility criteria.

25. The only conclusion which can be derived from the above facts & circumstantial evidence is that disputed T.C. bearing No. 1865 purported to be issued by the Uchatar Madhyamik Vidyalaya, Bansi, Lalitpur is forged & the same has been submitted by the workman. The Strict Rules of the Evidence Act and standard of proof as required in criminal cases is not essential in enquiry proceedings. Charges in such enquiries are to be proved by preponderance of the probability. In view of the aforementioned facts & circumstances and probable motive & purpose of the workman behind the submission of alleged forged T.C., speak of themselves, that the copy of the disputed T.C. bearing No. 1865 showing the age of the workman to be 5-3-62 and purported to be issued by the Uchatar Madhyamik Vidyalaya, Bansi, Lalitpur is forged & the said forged T.C. has been deliberately submitted by the workman for seeking his appointment in the bank. Thus, to this extent the charge levelled against the workman for alleged misconduct stands proved.

26. Now survives the question whether the punishment of dismissal from services of the workman is disproportionate.

27. In this regard contention of the learned representative of the workman was that in view of alleged misconduct the punishment of dismissal is very harsh & disproportionate whereas the contention of the learned representative on behalf of the management is that in such matter no lenient view should be taken. In this respect, he has relied on 2005 LAB IC SCC 4164 Bank of India vs Avinash D Mandivikar and 2008 LAB IC SCC 3593 Regional Manager, Central Bank of India vs Madulor Guru Prasad.

28. In 2005 LAB IC 4164 appointment was obtained by producing false caste certificate and report about the falsity of caste certificate obtained 10 years after appointment in the said order of termination of service was considered to be proper. Hon'ble Apex Court has observed that long years of service is no ground to protect employee's service. In 2008 LAB IC 3593 also employment was obtained by false caste certificate and scrutiny of caste certificate after long delay but in the said case Hon'ble Apex Court observed that termination of service is valid. Equity, sympathy or generosity has no place where original appointment rest on false caste certificate.

29. In the light of the principle laid down in aforesaid case laws and in view of alleged misconduct of the workman, it cannot be said that punishment of dismissal of the workman by impugned order dt. 2-3-2000 is disproportionate or harsh.

30. therefore, in view of the above discussion and findings regarding charge levelled against the workman, it can not be said that impugned order dt. 2-3-2000 whereby the services of the workman has been terminated, is unjustified.

31. Resultantly, the workman is not entitled for any relief. The reference under adjudication is answered accordingly.

Lucknow,
15-5-2009

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 29 मई, 2009

का.आ. 1755.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नोरदन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 22/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-5-2009 को प्राप्त हुआ था।

[सं. एल-41012/103/2004-आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th May, 2009

S.O. 1755.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.22/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Northern Railway and their workmen, received by the Central Government on 29-5-2009.

[No. L-41012/103/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present: Shri N.K. Purohit, Presiding Officer

I.D. No. 22/2005

Ref. No. L- 41012/103/2004-IR(B-I) dated: 1-6-2005

BETWEEN

The Divisional Secretary,
Railway Mazdoor Union,
IInd 50-J, C.P.H. Colony,
N. Rly., Charbagh,
Lucknow-0.
(Espousing case of Shri Ajai Singh)

AND

1. The General Manager,
Northern Railway,
Baroda House,
New Delhi.

2. The Chief Factory Manager,
Northern Railway,
Charbagh,
Lucknow

AWARD

Dated: 13-5-2009

1. By order No. L-41012/103/2004-IR(B-I) dated 1-6-2005 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between The Divisional Secretary, Railway Mazdoor Union, IInd 50-J, C.P.H. Colony, N. Rly., Charbagh, Lucknow (Espousing case of Shri Ajai Singh) and the General Manager, Northern Railway, Baroda House, New Delhi & the Chief Factory Manager, Northern Railway, Charbagh, Lucknow for adjudication.

2. The reference under adjudication is :

“Whether the action of the management of Northern Railway, New Delhi & Chief Karkhana Manager, Northern Railway, Lucknow in transferring Shri Ajai Singh, Head Clerk in another zone (Northern Central Railway, Kanpur) is justified? If not, what relief he is entitled to?”

3. The case of the union in brief is that Shri Ajai Singh was initially appointed as clerk under Chief Workshop Manager (CWM), Loco Workshop, Charbagh, NR, Lucknow on 27-11-1978 on compassionate ground and presently he is working on the post of Head Clerk under CWM. The workman was on leave from 20-10-1999 to 29-3-2003 on medical ground due to serious illness and joined the duty on 31-3-2003 (F/N) on being declared fit for duty by the Superintendent of Balrampur Hospital (Government Hospital), Lucknow. It has been submitted that the workman was transferred vide order dated 29-3-2003 from Lucknow (NR) to Kanpur Allahabad Division (NCR). However, the said transfer order was made available to him on 1-4-2003. The CWM, Loco Workshop vide his letter dated 2-4-2003 referred the workman to Senior D.M.O., NR, Loco Workshop, Lucknow for medical check and thereafter to CMS, NR, Charbagh, Lucknow and finally was declared fit for duty w.e.f. 19-4-2003 (A/N). Accordingly, he resumed his duty on 21-4-2003 and represented against transfer order dated 29-3-2003 and prayed for cancellation of the said transfer order. It has been alleged that the workman was relieved w.e.f. 10-5-2003 (A/N) to join new posting vide order dated 10-5-2003 with an intention to harass and victimize him. The workman again represented against his relieving vide his representation dated 12-5-2003 with no results. It has been further alleged by the trade union that as per Railway

Rules, in the event of surplus post, the junior most employee of the cadre or willing employee only could be transferred, but the workman was neither junior most nor was willing even then he was transferred to another Zone just because of the fact that the management of Railways was annoyed, displeased and prejudiced with the union activities of the workman concerned. As per submission of the trade union transferring an employee by way of victimization due to trade union activities comes under definition of bad labour practice and if any employee does not comply the transfer order, he may be taken up under D & AR but salary cannot be stopped without giving show cause. Accordingly, it has prayed that the action of management in transferring the workman be declared wrong, unwarranted, illegal and malafide and he be entitled for salary from 11-5-2003 to 23-10-2005 and onward.

4. The management of the Railways has disputed entire claim of the workman except his appointment as clerk under CWM on 27-11-1978, transfer order dated 29-3-2003 and relieving order dated 10-5-2003. Denying the allegation of victimization or bad labour practice, the management has submitted that the transfer order had been passed by the Competent Authority i.e. General Manager (GM), Northern Railway, Head Quarters who has got full power to transfer any railway servant in the administrative interest and since the transfer orders were made by the GM, NR it was not in the power and competence of CWM, NR, Lucknow to entertain the representations of the workman regarding this. Moreover, no such representation was ever made before appropriate authority against the order of transfer or of relieving. Also it has been submitted by the management that when the transfer order was passed, Kanpur station of Allahabad Division was situated in NR and since the workman was transferred along with post, therefore, there does not arise any question of vacancy at Kanpur and the GM had full powers under Rules to make such transfer in the interest of Railway administration and it was quite valid, legal and justified and it has no relation as to indulgence of the workman in the trade union activities whatsoever. As per averments of the management it was workman who abstain himself from Government duties w.e.f. 20-10-99 to 1-4-2003 unauthorizedly and without prior sanctioned leave and permission of the competent authority hence he was not entitled for any salary and no leave application was submitted by him. Accordingly, the management has prayed that since the transfer order was issued by the Competent Authority in the administrative interest therefore, the claim of the workman is liable to be rejected without any relief.

5. The union has filed rejoinder whereby it has only reiterated its averments in the statement of claim and has not introduced any new fact.

6. The parties submitted documentary evidence in support of their respective cases and the union has examined the workman whereas opposite party examined Shri Nagendra Kumar Srivastava, Establishment Clerk/ NR in support of their respective cases.

7. Heard learned representatives of both the perused relevant material on record.

8. The contentions of the learned representative on behalf of the workman is that the workman has lien in the North Zone and he cannot be transferred from N.R. Zone to another Railway Zone i.e. NCR Zone without his consent. He has further contended that at the time of transfer of the workman by impugned order, Allahabad Division was in NCR Zone. He has also contended that there is no vacant post in Kanpur and even as surplus staff, the workman cannot be transferred as he is not junior most in his cadre in the North Zone. He has further more contended that the workman has been transferred at the instance of other recognized union with ulterior motive and impugned order is illegal unjustified and against the rules pertaining to transfer. In support of his contentions he has placed reliance on :

- (i) Para 2011, F.R. 15 of Railway Estt. Code, 1957 Vol. II.
- (ii) 2006 (109) FLR 926 between S. Sevugan and Chief Educational Officer, Virudhunagar District Virudhunagar & another.
- (iii) 2006 (110) FLR 124 between U.P. Raghavendra Acharya & other and State of Karnataka & others.
- (iv) 2006 (111) FLR 718 between Dr. Ramanand and State or U.P. & other.
- (v) 2007 (114) FLR 21 between M/s Shree Baidyanath Ayurved Bhawan Ltd., Allahabad and Presiding Officer, Industrial Tribunal (1), Allahabad & others.

9. Par conta, the learned representative on behalf of the Railway management has urged that the workman has not been transferred as a measure of punishment or due to displeasure of any senior officer. He has been transferred on administrative ground and at the time of transfer of the workman by impugned order, Kanpur (Allahabad Division) was in North Zone and the GM, North Zone, Delhi was having powers to pass said order. He has further urged that the workman has not been transferred as surplus staff. Moreover, for transfer of the staff of the workshop, from one Zone to another Zone, the consent of the concerned employee is not required as per scheme of calling option for transfer. He has also urged that the impugned order was passed by the G.M., N.R. Zone Delhi but no representation of any kind has ever been made to him. The learned representative has urged that neither transfer of the workman has been made on account of any

trade union activity nor at the instance of any other union and there is no victimization or unfair labour practice in transferring the workman as alleged by the workman. In support of his contentions, he has also place reliance on (2007) 8 SCC 793, Prabir Banerjee Vs. Uol.

10. I have given my thoughtful considerations on the rival submissions of both the sides.

11. Indisputedly, the workman was posted as Head Clerk in Locomotive Workshop, Charbagh, Lucknow when he was earlier transferred to Bikaner Division in the year 1999 vide order dated 07.10.99. Admittedly, he did not join there. Subsequently in supercession of the said order, the workman was transferred to Kanpur (Allahabad Division) vide order of the G.M., North Zone, Delhi dated 29.03.2003 and he was relieved on 10.05.2003, but the workman inspite of being transferred from Bikaner Division to Allahabad Division, has not gone and joined his place of posting till date.

12. In above admitted factual backdrop and in the view of reference under adjudication the question, thus arises for consideration is whether the transfer of the workman from North Zone to another Zone i.e. North Central Railway, Kanpur vide impugned order is justified. ?

13. The workman has deposed in his statement on oath that whatever he has stated in his statement of claim is correct. In cross-examination he stated that he was transferred to Kanpur (Allahabad Division) along with post. He has also admitted that neither he made any representation to the G.M., North Zone, Delhi nor he endorsed any copy of the representation to him. He has also admitted that he is not office bearer of any recognized union.

14. In rebuttal, the management of the Railways has examined Shri Nagendra Kumar Srivastava, Establishment Clerk of the Locomotive Workshop, Charbagh, Lucknow. He has stated that the workman was earlier transferred from Lucknow to Bikaner Division (NR) as per order of the G.M., NR. Zone vide his confidential letter dated 15.10.1999, but the workman did not join there. Subsequently in supercession of earlier order he was transferred to Kanpur (Allahabad Division). Both the orders were issued on administrative grounds and the workman was relieved on 10.05.2003, but he did not resume and report at Kanpur. He has further stated that the workman was transferred to Allahabad Division along with post on same salary and after his transfer by said order, he has no lien in Loco Workshop, Lucknow. He has further stated that the G.M., N.R. Zone, Delhi had power to transfer the workman by said orders as at the relevant time, Bikaner Division & Allahabad Division were in N.R. Zone. In cross-examination he has admitted that when the workman was relieved on

10-05-2003, Allahabad Division was not in N.R. Zone but he has tried to justify the impugned order on the ground that the matter of transfer of the workman was pending since year 1999 and in the said year Allahabad Division was in N.R. Zone.

15. It is pertinent to mention that validity of transfer of the workman in the year 1999 from Lucknow to Bikaner and matter of non-compliance of the said order by the workman is not to be considered in view of question postulated in the reference under adjudication.

16. The workman has been transferred to Allahabad Division at Kanpur vide order dated 11-2-2003 (C-25) which is being reproduced hereunder:—

“Headquarters Office
Boaroda House
New Delhi.

NOTICE

In supercession of this office notice of even number dated 7-10-99, Shri Ajay Singh, Hd. Clerk working under CWM/CB/LKO who was transferred alongwith post to BKN Divin, N. Rly (Now N.W. Rly.) in administrative interest is not transferred to ALD Divn., N. Rly. With posting at Kanpur.

This has the approval of G.M.

-Sd-

11-2-2003

(RAMESH CHAND)
for General Manager/P
dated: 10-02-2003”

No. 939-E/228/Transfer/Confdl./EIID.

17. Pursuant to and in furtherance of the said directions, the Chief Work Manager, NR, Loco, Charbag, Lucknow has issued impugned order dated 29-3-2003, the relevant portion of the said order is as under:

“Dinank : 29-3-2003

Shri Ajay Singh, Pardhan Lipik/Vetan Rs. 5000- 8000 samay sangathan ka prashashanik aadhar par may post ke Bikaner Mandal main maha Parabandhak/Karmik U. Re. Nai Dilli ke gopneeya patra sankhaya-939E/228/Transfer/Kanif/-/E.11.E./Looj dinank 07-10-99 ke dwara kiya gaya tha tadanantar Shri Ajai Singh ko is karyalay ke karyalay aadesh snakhya 373 dinank 15-10-99 ke madhyam se Bikaner Mandal hetu stanantaran jari kiya gaya tha.

Punah Maha Prabandhak/Karmik U.Re. Nai Dilli ke patra sankhye 939./228/Transfer/Vamiadfention/E. 11.D/dinank 10-2-2003 ke madhyam se Bikaner

Mandal ka sthanantran aadesh ko badahte hue Shri Ajai Singh ka sthanantran Allahabad Mandal ke antargat Kanpur main posting hetu jari kiya hai.

Tadanusar es karyalay aadesh sankhaya 373 dinank 15-10-99 ka radd kiya jata hai. Shri Ajai Singh Pradhan/Lipik/samay sangathan ko dinank 29-3-2003 ko [apranh] se prashashanik aadhar par pad sahit sthanantarit kar Allahabad Mandal ke adhin Kanpur main posting hetu bheja jata hai.”

18. The copy of the Board letter dated 19-7-2002 addressed to all G.Ms. of Indian Railway pertaining to calling of option from staff to serve in the Head Quarter of new five Railway Zones and determination of seniority of staff on transfer to the new Zones, is on the record (12/6) and letter of the GM. NR Zone dated 29-9-2000 addressed to Chief Work Manager (C-24) is also on the record. It is evident from perusal of the above documents that as per gazette notification No. 98E&R/700/1/Notification dated 10-2-2003, the Zone of NCR, Allahabad Division came into existence w.e.f. 1-4-2003.

19. Although the impugned order was passed just 3 days prior to the date when gazette notification came into existence i.e. 1-4-2003 and after publication of the gazette notification on 10-2-2003, but the workman has been relieved on 10-5-2003 subsequent to the new Zone of NCR came into existence by said notification.

20. At the time of transfer order it was in the knowledge of the management of the N.R. Zone that gazette notification had already been published for creation of NCR Zone on 10-2-2003. It is not the case of the management that the workman opted for transferring him in the NCR ZONE. Even if, obtaining option scheme was not applicable on the staff of workshop, the circumstances in which the workman has been relieved on 10-5-2003 after NCR Zone came into existence on 1-4-2003 speak themselves that the transfer of the workman without his consent in Allahabad Division at Kanpur seems to be done malafiedly in the garb of administrative ground for reasons best known to the management of the Railway.

21. To justify the transfer in administrative ground the learned representative on behalf of the management has relied on (2007) 8 SCC 793, but the fact of the above case law are different. In said case the matter under consideration was whether it was open to transfer petitioner who was employee of the Central Board of Excise & Customs, from Indore to Nagpur. Hon'ble Apex Court held that the petitioner has no cause to complain in respect of the transfer order by which he was transferred from Bhopal Zone to the Nagpur Zone, as the same has been passed by the Chief Commissioner of Central Excise, Bhopal, under power vested in him by the Board by its circular dated 16-1-2003. But in the instant case it was not

within the purview of the GM, NR Zone to transfer an employee from North Zone to another newly created Zone, NCR Zone.

22. In case law 2006 (109) FLR 926 cited by the learned representative on behalf of the workman, the transfer order was passed on administrative grounds but the Hon'ble Madras High Court observed that it appears that the order was passed by way of punishment on the basis of complaints received and the petitioner is entitled for proper opportunity to defend himself as to whether the complaints against him by the Public or by the Headmaster is proper or not by way of an enquiry. In 2006 (110) FLR 124, the matter was pertaining to grant pensionary benefits to its employees and in this regard Hon'ble Apex Court held that the executive instruction could not be override the provisions of statutory rule. In 2006 (111) FLR 718 when transfer order was passed no Government order was available to the concerned CMO at the relevant point of time entrusting with such powers, therefore, in these circumstances Hon'ble Allahabad High Court observed that transfer order cannot be sustained passed earlier prior to date of giving effect of G.O. dated 31-7-2006. In 2007 (114) FLR 21 the matter under consideration was regarding territorial jurisdiction to refer the industrial dispute. In aforesaid case laws also the question under consideration and facts were different.

23. It is settled legal position that an order of transfer is an administrative order. Transfer which is ordinary incident of service should not be interfered save in cases where inter alia mala fide intention of authority is proved. Transfer of a workman can be challenged if it is shown that it is mala fide. The Tribunal can go into foundation of transfer order and set it aside if there is prima facie evidence of abuse of discretion or mala fide. In the present case transfer by impugned order apparently seems to be administrative order but as stated earlier the impugned order has been passed after publication of gazette notification for creation of new Railway Zone i.e. NCR and relieved on 10-5-2003 after new NCR Zone came into existence. The management witness Nagendera Kumar Srivastava has stated on oath that GM was empowered to transfer an employee within his zone only. He has also stated that on 10-5-2003 when the workman was relieved, Allahabad Division was not in the North Zone. According to him, the matter was pending since 1999 and at that relevant time Allahabad Division was in North Zone. It is evident from his evidence that when workman was relieved to report at Kanpur, (Allahabad Division) a new NCR Zone had already come into existence. In view of the entire facts and circumstances of the case, the impugned order, transferring the workman to Allahabad Division at Kanpur seems to be mala fide, thus, the same is liable to be set aside being unjustified.

24. Now the question survives for consideration is whether the workman is entitled for salary from 11-5-2003 up to 23-10-2005 and onward as claimed by him in statement of claim.

25. Back wages or salary cannot be claimed as a matter of right. In the matter of grant of back wages certain guidelines have been laid down by Hon'ble supreme Court in recent decisions therefore, several factors are required to be considered including conduct of workman, nature of his job, interregnum period during which he remained absent from duty during non-compliance of his transfer order and whether during such period the workman remained in any gainful employment etc. In the instant case admittedly the workman has not accepted transfer by impugned order and not reported at the place of transfer at Kanpur and questioned the validity of the transfer by submitting representations. He has neither made any plea in statement of claim nor stated in his statement on oath that since 10-5-2003, when he was relieved, he had not remained in any gainful employment. There is nothing on record to indicate that any proceedings for alleged misconduct of non-compliance of impugned transfer order were ever initiated against him. Ordinarily, the workman who has been transferred should, subject to just exception, join at his transfer place and in industrial undertakings like Railway indiscipline should not be encouraged. While considering for back wages or salary the conduct of the workman in transfer case is very material and he cannot get premium for his disobedience.

26. Keeping in view the fact on one hand that the workman did not join his posting at Kanpur since 10-5-2003 and on the other hand, unjust order of the opposite party in transferring the workman from North Zone to NCR Zone without his consent, the interest of justice would be sub-served if during period from 10-5-2003 till he joins his duty, the workman is treated to be on leave, excluding joining period, subject to his entitlement for the same and the opposite party is directed to pass an appropriate order invoking the Leave Rules in this behalf.

27. Since the transfer of the workman in Allahabad Division at Kanpur (NCR) vide impugned order dated 29-3-2003 is not justified, the same is set aside. The concerned management of Railway is directed to treat the period from 10-5-2003 till he joins his duty as per direction of the opposite party, as on leave subject to entitlement of leave. The workman will be entitled for salary for the aforesaid period subject to his sanctioned leave. The reference under adjudication be answered accordingly.

28. Award as above.

Lucknow.
13-5-2009

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 29 मई, 2009

AWARD

का.आ. 1756.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम/एस राईस (इंडिया) लिमिटेड, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-2, मुम्बई के पंचाट (संदर्भ संख्या 2/4/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-5-2009 को प्राप्त हुआ था।

[फा. सं. एल-41012/18/2004-आईआर (बी.1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th May, 2009

S.O. 1756.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/4/2005) of the Central Government Industrial Tribunal-cum-Labour Court-2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of M/s. Rites (India) Ltd. and their workmen, received by the Central Government on 29-5-2009.

[F. No. L-41012/18/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.-2, MUMBAI

PRESENT : A. A. Lad, Presiding Officer

Reference No. CGIT-2/4 of 2005

Employers in Relation to the Management of M/s. Rites
(India) Ltd.

The Managing Director,
M/s. Rites (India) Ltd.,
New Delhi House,
27, Barakhamba Road,
New Delhi 110001.

...1st Party

AND

Their Workmen

Shri Sudhakar Suvarna,
Room No. 12, Kashibai After Walla Chawl No. 2,
Ram Wadi, Gumpha Road, Jogeshwari (East),
Mumbai-400 060.

....2nd Party

APPEARANCES

For the Employer : Mr. Vinay V. Menon, Advocate

For the Workmen : Manoj M. Gujar, Advocate

Date of reserving Award : 10-9-2008.

Date of Passing of Award : 2-4-2009

The matrix of the facts as culled out from the proceedings are as under :

The Government of India, Ministry of Labour by its order No. L-41012/18/2004 -IR (B-1) dated 30 September, 2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of M/s. Rites (India) Ltd., in terminating the services of Shri Sudhakar Suvarna w.e.f. 13-2-2002 is justified? if not, to what relief the workman, Shri Sudhakar Suvarna is entitled to?"

2. To support the subject matter in the reference the Statement of Claim is filed by the concerned Workman at Exhibit 6 making out the case that, he was initially employed by the 1st Party as a Sweeper in May, 1990 on the application dated 11-5-1990. He was attending the work of cleaning and sweeping in the 1st Party's premises. He was paid salary of Rs. 350 per month which was later on increased by Rs. 200 by the 1st Party. Doing that work for a period of four years continuously thereafter he was asked to apply for the post of Casual Helper. Accordingly on 1-1-1994 he gave application to the 1st Party to appoint him as a casual helper on which he was appointed on a consolidated salary of Rs. 700 by letter dated 1-1-1994. Even he worked in that capacity for one year. Thereafter he was appointed on ad hoc basis as a messenger. Looking to his performance and looking that, he was not permanent employee he was recommended to be placed on the list of temporary/daily wage employees. At the relevant time, 1st Party was having a sanctioned strength of 5 posts. Against the said sanctioned strength of 5 posts, 4 employees were engaged, and one post was vacant and for that vacant post name of the concerned workman was recommended by the Additional General Manager. On 17-9-1997 the concerned Workman was appointed as a Messenger. However, he was appointed on contractual basis in September, 1997 as a Messenger. His services as a Messenger were continued from 17-9-1997 for four years. However, he was not confirmed so he made representations but he was not considered. One Shri Navin Punjari who joined services after 2nd Party was confirmed. So he pray that, he be reinstated as the work on which he was working is available. He also request to confirm him in the employment of the first Party on the post on which he worked. He further states that, though he worked for such a long time no legal notice was given nor legal dues were offered nor even he was considered though he completed more than 240 days in every year. So he pray that, he be continued in the employment of the 1st Party with effect from 13-2-2002 with full back wages.

3. This is disputed by the 1st Party by filing written statement at Exhibit 7 contending and making out the case that, the 2nd Party was appointed purely on contract basis. He was never appointed as a regular employee. He was not getting any benefits of regular employee. There is surplus staff. He was not retrenched by the 1st Party. No work is available and as such 2nd Party cannot be considered for the post and cannot be regularised in the employment of the 1st Party. There is no 'employer' employee relationship between the 1st Party and the 2nd Party and the services of the 2nd Party came to an end by efflux of time as the concerned workman was appointed on contract. there was no termination of services of the 2nd Party and as such question of its setting aside and reinstating him does not arise. So it is submitted that, the prayer prayed by the 2nd Party to reinstate him does require to consider.

4. Rejoinder is filed by the 2nd Party at Exhibit 9 stating that, the claim made by him is legal and require to consider for the post on which he worked.

5. In view of the above pleadings following issues were framed at Exhibit 10 which I answer as under :

ISSUES	FINDINGS
1. Whether it is termination illegal one?	No
2. Whether 2nd Party is entitled to confirm or reinstate in the employment of 1st Party ?	Yes
3. Whether any other relief 2nd Party is entitled to get ?	2nd Party is entitled to be considered as employee of the 1st Party from the date of this order.
4. what order ?	As per order passed below .

REASONS:

ISSUES NO. 1 :

6. 2nd Party made out the case that, he was illegally terminated. Whereas case of the 1st Party is that, he was never appointed by 1st Party and as such there is no question of termination vis-a-vis 'employer' and 'employee' relationship between the parties. 2nd Party being a contract worker his services comes to an end by efflux of time and it is not by result of termination.

7. To prove that, 2nd Party examined himself by filing his affidavit, at Exhibit 11, in lieu of his examination in chief, where he narrates the story about his employment

with first Party as stated above. Even in the cross he admits that, he was aware of nature of his appointment. He admits that he was taken on contract basis. Even Management in support of its case filed affidavits of its witnesses in lieu of examination in chief at Exhibits 13 and 17 who does not dispute employment of the 2nd Party with 1st Party. But their case is that, the concerned workman was appointed on contract post.

8. Admittedly there is no termination order. Admittedly 2nd Party is appointed on contract basis and by efflux of time his services came to an end. When his services came to an end by efflux of time being appointed on contract basis, said cannot be called as termination. Besides when services come to an end by efflux of time, in that case question of paying legal dues does not arise nor question of following provisions of Industrial Disputes Act, 1947 like legal notice, payment of wages in lieu of notice and offering legal dues arise. According to me it is not termination and as such it cannot be called as termination. So I answer this issue to that effect.

ISSUE NOs. 2 & 3 :

9. 2nd Party claims that, he worked with 1st Party as a "Sweeper" from 1990. He worked on contract basis. Then he worked as Messenger and then as 'ad hoc Messenger'. Work is available with the 1st Party. There are 5 posts in Group 'D', 4 were filled in and another one is vacant. According to him his junior was regularized in the employment but he was not considered. As far as this case is concerned, the Management examined 2 witnesses who are not disputing the said position.

10. The case made out by the 2nd Party that, the work on which he worked is available and he was recommended for the same by number of officers on number of occasions is not disputed by the 1st Party. Even case of the 2nd Party that, there is a vacancy and 4 posts were filled in out of 5 posts in Group 'D' is also not disputed and that, his junior Shri Navin Pujari is confirmed in the employment is also not disputed by the 1st Party and by the witnesses examined by Management. Besides if we peruse the documents produced by 2nd Party with Exhibit 16 we find number of correspondence made by Deputy General Manager, Additional General Manager, Assistant General Manager and Manager (Personnel) reveals that, 2nd Party worked with 1st Party from 1990. He worked satisfactorily. It reveals that, there is vacancy. It reveals that, work is available. It also reveals from the admissions given by the office staff of the 1st Party that, there is work. All this reveals that, his work is recognized and admired by the officers of the 1st Party. It reveals that, he was recommended to regularize in the employment. It is not explained by the Management as to why it has not considered to continue the 2nd Party ? It is not explained as to why Management discontinued him from the employment except the stand taken by it that, by efflux of

contract his services came to an end. Even it is not explained why and how Navin Pujari his junior is continued ?

11. When his junior Shri Navin Pujari was regularized then question arises, why 2nd Party could not be regularized ? It is not that, work is not available. It is not that, his service record is not clear. It is not that, he is not a fit person. When he is working there from 1990 definitely he can claim employment with 1st Party and can claim relationship with 1st Party. It is not that, work was temporary and not of perennial nature. When work is permanent and perennial nature and when he worked continuously to their satisfaction and when there is no complaint about his work and behaviour and attitude with staff and when post is available as well as work is available, I am of the opinion that, interference of this Tribunal is very much needed to direct 1st Party to take him in the employment on the post available with effect from the date of this order as a Messenger and give him all benefits as of regular employee from the date of this order.

12. considering the length of service rendered by the 2nd Party to 1st Party from 1990 which is more than a decade and when there is no specific case for not regularizing the 1st party, I am of the opinion that, 1st Party must regularize 2nd Party and regularize him in the employment as a regular employee on the post of Messenger.

13. In view of the discussions made above I conclude that, since the 2nd Party cannot be reinstated I am of the opinion, as stated above, when he worked on contract basis, his services came to an end by efflux of contract time and when he worked on contract basis for a decade and when his services came to an end by efflux of time yet was not terminated. So I am of the opinion that, he is not entitled for reinstatement nor even for back wages.

14. However, at the same time considering length of services and looking to his service record and various correspondence made by various officers of the 1st Party, where they recommended, 2nd Party, to the Authority to take him in the employment, I feel that, this is a proper case where one push is required to protect the services of this person. Hence, the order :

ORDER

- (i) Reference is partly allowed ;
- (ii) 1st Party is directed to take 2nd Party i.e. Sudhakar Suvarna in its employment as Messenger from the date of this order as its regular employee and give him all benefits ;
- (iii) In the circumstances the prayers of the 2nd Party to reinstate him and give him benefits of back wages is rejected,
- (iv) No order as to its costs.

A. A. LAD, Presiding Officer

Bombay,

2nd April, 2009

नई दिल्ली, 29 मई, 2009

क्र.आ. 1757.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण 2, मुम्बई के पंचाट (संदर्भ संख्या 2/10/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-5-2009 को प्राप्त हुआ था।

[सं. एल-41011/38/2007-आई.आर. (बी.1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 29th May, 2009

S.O. 1757.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/10/2008) of the Central Government Industrial Tribunal-cum-Labour Court 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Central Railway and their workmen, received by the Central Government on 29-5-2009.

[No. L-41011/38/2007-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

Present : A. A. Lad, Presiding Officer

Reference No. CGIT-2/10 of 2008

Employers in relation to the Management of Central
Railway

The Divisional Railway Manager,
Central Railway
Mumbai CST
Mumbai-400 001.

And

Their Workmen

The Zonal Secretary
All India Loco Running Staff Association
6, Madhusudan
Near Janta Sahakari Bank Syndicate
Kalyan
Distt. Thane.

APPEARANCES

For the Employer : Mr. Abhay Kulkarni, Advocate

For the Workmen : No appearance

Mumbai, dated 8th April, 2008

AWARD

The Government of India Ministry of Labour by its Order No. L-41011/38/2007-IR (B-1) dated 24-1-2008 in exercise of the powers conferred by clause (d) of sub-Section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the demand of the All India Loco running Staff Association for continuing the practice of non-selection/Seniority criteria for promotion to the post of Motormen, in Central Railways, Mumbai Division is legal and justified? If so, what relief the concerned workmen are entitled to?”

2. Though number of dates were given to second party for filing claim statement, it was not filed. Today also second party found absent when called out which lead me to pass the following order :

ORDER

Reference is disposed of for want of prosecution.

A. A. LAD, Presiding Officer

Date : 08-04-2009.

नई दिल्ली, 2 जून, 2009

का.आ. 1758.—कर्मचारी राज्य अधिनियम, 1948 (1948 का 34) की धारा -1 की उपधारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जुलाई, 2009 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79, और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध हरियाणा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

क्रम सं.	राजस्व भाग	हदबस्त संख्या	जिला
1.	बिलासपुर	146	गुड़गांव
2.	पिथरौड़ी	143	गुड़गांव
3.	भौड़ा कला	134	गुड़गांव
4.	चौमा	62	गुड़गांव
5.	धूमसपुर	86	गुड़गांव
6.	सिधरावली	139	गुड़गांव

[फा. सं. एस-38013/23/2009-एस.एस. 1]

एस. डी. जेवियर, अवर सचिव

New Delhi, the 2nd June, 2009

S.O. 1758.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 1st July, 2009 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-

V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Haryana namely :-

SL.No.	Revenue Village	Had Bast No.	District
1.	Bilaspur	146	Gurgaon
2.	Pathrari	143	Gurgaon
3.	Bahora Kalan	134	Gurgaon
4.	Choma	62	Gurgaon
5.	Dhumaspur	86	Gurgaon
6.	Sidhrawali	139	Gurgaon

[F. No. S-38013/23/2008-S.S.]

S.D. XAVIER, Under Secy.

नई दिल्ली, 2 जून, 2009

का.आ. 1759.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई.ओ.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं.- 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी-2/1/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-6-2009 को प्राप्त हुआ था।

[सं. एल-30011/59/2007-आईआर (एम)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 2nd June, 2009

S.O. 1759.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/1/2008) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of IOCL and their workmen, which was received by the Central Government on 2-6-2009.

[No. L-30011/59/2007-IR (M)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

Present : A. A. Lad, Presiding Officer

Reference No. CGIT-2/1 of 2008

Employers in Relation to the Management of Indian Oil Corporation Ltd.

The Chief Manager (P & A),
Indian Oil Corporation Ltd.
IBP Division
Sewri Terminal
Sewri (E), Mumbai-400 015.

And

Their Workmen

The General Secretary
Petroleum Employees Union
Tel Rasayan Bhavan
Tilak Road, Dadar
Mumbai-400014.

APPEARANCES

For the Employers : Ms. Kaushika M. i/b RMG Law
Associates, Advocates.

For the Workmen : No appearance, Advocate.

Mumbai, dated 8th April, 2009

AWARD

The Government of India, Ministry of Labour by its Order No. L-30011/59/2007 -IR (M) dated 3-12-2007 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“Whether the demand of Petroleum Employees Union for Payment of arrears for productivity linked incentive for the year 1997-98 to 1999-2000 and the PLI for the year 2004-2005 for the workers of erstwhile IBP Co. Ltd., now merged with the IOCL w.e.f. 2-5-2007 is just and legal ? If so, to what relief the workers are entitled to ?”

2. Reference was fixed for claim statement. Though number of dates were given, claim statement is not filed by the second party which led me to conclude that second party is not interested in pursuing with the reference. Hence the order :

ORDER

Reference is disposed of for want of prosecution.

A. A. LAD, Presiding Officer

Date : 08-04-2009.

नई दिल्ली, 2 जून, 2009

का.आ. 1760.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट, ऑथोरिटी ऑफ इंडिया के प्रबंधन, के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या सीजीआईटी 2/73/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-6-2009 को प्राप्त हुआ था।

[सं. एल-11011/1/2002-आई.आर.(एम.)]
राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 2nd June, 2009

S.O. 1760.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT 2/73/2002) of the Central Government Industrial Tribunal-cum-Labour Court 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workmen, which was received by the Central Government on 2-6-2009.

[No. L-11011/1/2002-IR (M)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : A. A. Lad, Presiding Officer

Reference No. CGIT-2/73 of 2002

Employers in relation to the Management of Air Port
Authority of India

The Airport Director,
Airpot Authority of India.,
Goa Airport, Dabolim, Goa.

...1st Party

V/s.

Their Workmen

The General Secretary,
Gomantak Mazdoor Sangh,
Shetye Sankul, 3rd floor,
Tish Ponda, Goa.

....2nd Party

APPEARANCES

For the Employer : S/Shri M.S. Bandodkar S.K.
Manjrekar, and S.S. Desai.
Advocates

For the Workmen : Mr. P. Gaonkar, Representative.

Date of reserving the Award:
27-11-2008.

Date of passing the Award:
09-04-2009.

AWARD

The matrix of the facts as culled out from the proceedings are as under :

The Government of India Ministry of Labour by its Order No. L-11011/1/2002 -IR (M) dated 22nd October, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the

Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the persons involved in the dispute are workmen falling under the definition of Section 2(s) of the Industrial Disputes Act, 1947? If 'yes', to what relief the persons involved in the dispute are entitled for?"

2. Claim Statement is filed by General Secretary of the Union at Exhibit 6 making out the case that, the Air Port Authority of India (which will be called hereinafter as 'Authority') is a body incorporated by the Central Government under the Air Port Authority Act, 1994. According to 2nd Party Union, Air Port of Dabolim, Goa is under the control of Air Port Authority of India. According to Union Authority collect the levy from the passengers towards handling baggage of the passengers and in order to fulfill this commitment Authority, provide the trolleys at the Air Port. According to Union, these trolleys are owned by the Airport Authority and controlled by it. According to union for the said work of handling the trolleys, and lifting the luggage of the passengers, these workers were engaged by the Authority. According to Union since last several years the twenty workmen connected with the order of Reference were engaged by the Authority at Dabolim Airport, Goa and were doing work of handling the trolleys at the Airport.

3. Union further contends that in March, 2001 all these 20 workers joined the Gomantak Mazdoor Sangh and thereafter the Union raised the dispute for demands for payment of minimum wages vide letter dated 12-3-2001 before Assistant Labour Commissioner (C) Vasco da Gama-Goa. On receipt of the said dispute the Assistant Labour Commissioner (C) was pleased to take the dispute in the conciliation and issued notices to attend his office. However, during the pendency of the said proceedings on 19-12-2001 the authority refused to allow these 20 workmen to work at the Airport. It is stated by the Union that, the said termination challenged by it which was illegal and the Central Government, Ministry of Labour, New Delhi, sent the Reference for adjudication.

4. According to Union, these Workmen were engaged by the Air Port Authority of India and were issued entry-cum -work passes by then Authority. It is stated that since their appointments from April 2000 till their refusal of employment on 19-12-2001, workers worked with 1st Party. It is stated that, they have completed more than 240 days in the said employment with 1st party. It is further stated by the Union that, the workmen mentioned in para 9 of Claim Statement require to treat the employees of the Authority. It is stated by the Union that, they were engaged as casual labourers and they were issued work permits to carry out said work on trolleys on the premises of the Airport. It is stated that, these workers were doing the

work of trolley keeping , loading and un-loading etc. at Dabolim Airport on the ground of the 1st Party. It is contended by the Union that, since these workers completed the 240 days working period, required to treat as permanent and they require to treat as permanent employees of the 1st Party as well as entitled to seek protection. So it is prayed by the Union that, it be declared that, the terminations effected on them is illegal, unjustified and 1st Party be directed to reinstate them with benefit of back wages and continuity of service.

5. This is disputed by the 1st Party by filing written statement at Exhibit 10 making out the case that, the Government of India having held by its order dated 12-8-2002 that, Union could not produce any evidence to show that persons in respect of whom the dispute was raised were appointed by the Authority cannot be considered for the same. It is stated that, in the said dispute it did not enclose the list of the employees with the Schedule as such, the prayer prayed by Union regarding employment and reinstatement are not the same employees who were referred by the Government of India in the Reference of this case. It is stated that, the claim of the Union is vague. It is further stated that, workers for whom the Union is fighting are not covered under the provisions of Industrial Disputes Act, 1947. It is stated that, they are not appointed by the Authority. It is stated that, they did not work for 240 days in a calendar year to claim permanency. It is stated that, regarding their regularization, no dispute was raised by Union. It is stated that, since they were not appointed by the 'Authority', there is no 'employer' 'employee' relationship or 'master' and 'servant' relationship between them. Besides it is stated that, these workers work never paid by the Authority and they are not working under the control and supervision of the Authority. It is denied that, Authority is collecting levy fees from the passengers for handling baggage of the passengers. It is further denied that, for the purpose of handling the baggage of the passengers, Authority engaged its employees for handling trolleys. It is stated that, Authority is not aware about these 20 employees for whom Union is fighting for permanency and about their alleged termination. It is stated that, since these workers are not concerned with the Authority, no question arises for termination as alleged by the Union and no question arises to reinstate them or for direction to 1st party to give them benefit of back wages and continuity of service. It is stated that, the prayer prayed by the Union be rejected.

6. Union filed rejoinder at Exhibit 11 making out the same case as made out in the Claims Statement.

7. In view of the above pleadings Issues were framed by may Ld. Predecessor at Exhibit 22 which I answer as under :

ISSUES**FINDINGS**

- | | | |
|----|---|----------------|
| 1. | Whether the persons involved in the dispute are workers falling under the definition of Section 2(s) of the Industrial Disputes Act, 1947 ? | No |
| 2. | If yes, to what relief the persons involved in the dispute are entitled for ? | Does not arise |

REASONS**ISSUE No. 1 & 2:**

8. 2nd Party Union made out the case that, employees mentioned in para-9 of the Claims Statement were appointed by the Authority. They are employees of the Authority. They are illegally terminated. They were doing work of Authority and Authority was collecting levy fees from the passengers to handle their luggage and the said work was done by these workers. Whereas Authority says that, these workers were not engaged by it. It is stated that, Authority does not collect levy fees from the passengers to handle their luggage. It is stated that, these trolleys are provided to the contractors who manage the trolleys. The authority is concerned only with supply of trolleys to the contractors. Contractors are inviting advertisements to use trolleys and it is duty of the contractor to handle the trolleys and not duty of the Authority. According to Authority since, these alleged employees were not referred in the reference, the demand of the 2nd Party Union is vague and the employees cannot claim any relief since they are not falling under the definition of workmen.

9. To prove that, Union relied on the affidavit filed by Puti Gaonkar, Secretary of the Union at Exhibit 24 in lieu of his examination-in-chief, who narrates the whole story and states that, that these workmen are entitled to the relief sought in the Claims Statement. In the cross he states that he raised dispute regarding demand of the workers. He also states that, the subject matter of the reference regarding regularization is referred in this reference. He admits that, no documents are produced to show that, employees mentioned in para 9 of the Statement of Claim are members of the Union. He denies that, Authority has entered into agreement with one Dinesh Dedhia for operating the trolleys in the Airport area. He states that, he has no idea whether such licences are given to different agencies for other facilities which are available at the Airport. He denied that, these agencies are regulating and supervising the services of the workers working with them and providing the services to the passengers. He denied that, 1st Party is not concerned with handling of the luggage of the passengers. Then Union filed one more affidavit of Suresh Wagdhare at Exhibit 28, in lieu of his Examination-in-Chief, who speaks about refusal by the Authority during the pendency of the reference to enter in the premises of the Authority. He also speaks about entry-cum-work passes issued by the Authority to the workers. He states

that, trolleys were owned by the Authority. He claims that, Suresh Babu was recording their attendance. In the cross he states that, every employee has to secure entry pass to enter in the Airport premises. He admits that, said passes are given by Airport Authority for workmen. He states that, these passes are for a particular period to use for entry. He states that, payment was made by the Authority. He admits that, he has no evidence on that point. He states that, charges of handling baggage are recovered from passenger through ticket fare. Then Union filed affidavit of one Shamim S/o Late Ramzand Khan at Exhibit 31 in lieu of his examination-in-chief who narrates the same story. In the cross he admits that, no appointment order was issued by Authority. He produces, at Exhibit 32, copy of entry pass issued by the Authority. He admits that, he has no idea whether Authority gets licence fee for arranging trolley services. Then Management filed affidavit of Suresh Babu at Exhibit 36, in lieu of his examination, who states that, these employees are not concerned with the Authority. He states that, for handing the trolleys in the Airport lease contract is given to the contractor. He states that, one such agreement was executed on 23-10-2000 with one Dinesh Dedhia as licensee for providing advertisement on free baggage trolleys for the period from 1-11-2000 to 30-10-2003. He states that, neither he nor any of his officer allot or distribute any work or control or supervise the work of these workers. He states that, these employees are not concerned with the Authority. In the cross he states that, he is producing copies of the contracts which took place between the Contractors and Airport Authority regarding displaying the advertisements on the trolleys for handling the trolleys and he admits the contents of the said agreements.

10. So this is the evidence led by both. Heard both on this point.

11. Here, question is whether workers who are mentioned in para 9 of the Claims Statement, come under the definition of Section 2 (s) of the Industrial Disputes Act, 1947? As far as evidence led by 2nd Party is concerned, it is vague one. Moreover, in the Schedule of the Reference no name of any employee is mentioned. Besides story of termination and employment given by the 1st Party is mixed by the Union. It is not proved that, Authority is collecting levy fee from the passengers for handling the baggage. Even we did not experience of collecting levy by the Authority for handling of the luggage of the passengers. Even nothing is pointed out by citing example by the Union. Besides it is not shown that, these workers are under the control of the Authority. Even it is not disputed by the Union that appointment and payment is not made by the Authority and they are not controlled by any of the officer of the Authority. When appointment and payment is not made by the Authority and when these employees are not working as per the directions of the officers of the Authority, how these workers can be treated as employees of the Authority?

12. Besides 1st Party says that, these workers worked only for few months that too on contract basis. When they did not work at the Airport according to Authority, they did not comply with the requirement of working for 240 days in a calendar year to claim permanency. Even on that point, nothing is stated by the Union. On the contrary Union is silent on working of 240 days by each of them in calendar year by the employees mentioned in para 9 of the claims statement. Besides no adjudication is asked by the Government regarding names of the employees for whom the protection is prayed by the Union. In fact prayer prayed by Union and the subject matter of the Schedule are vague. No specification is there. No details of any of the employee is given. It is not shown when they were appointed and for how many days they worked and who was paying their salary and paid it? On all these points Union is silent. Besides only working on the premises of the 1st Party does not help Union to claim permanency of the said workers in the absence of the evidence on that point and more precisely evidence of each of them. Here they are claiming workmen of the 1st Party. It is denied by the 1st Party. When it is denied by the 1st Party, burden shifts on 2nd Party to show that, the workers referred in para 9 of the Statement of Claim are the workmen of the 1st Party.

13. Number of citations are referred by 1st Party viz. citation published in 2008 LLR page 952 of Delhi High Court in the case of Delhi Transport Corporation vs. Jagat Singh, citation published in 2002 LLR page 770, of our Hon'ble High Court, in the case of Uda Bhura Chavan vs. Dy. Engineer, PWD Chalisgaon. Citation published in 1954 II LLJ page 480 of Apex Court in the case of Hochtief Gammon vs. Industrial Tribunal, Bhubenshwar, Orissa and ors., citation published in 2004 LLR page 351 of Apex Court in the case of Workmen of Nilgiri Co-op. Marketing Society Ltd. vs. State of Tamil Nadu and ors., citation published in 2006 II CLR page 261 of Apex Court in the case of Secretary, State of Karnataka and ors. vs. Umadevi and ors., Where as 2nd Part placed reliance on the citation published in 2006 (3) L.L.N. page 202 of Allahabad High Court in the case of Chand Chhap Fertilizer and Chemicals Ltd. Kanpur vs. Labour Commissioner (Uttar Pradesh), Kanpur and ors., citation published in 2008 II CLR page 414 of Apex Court in the case of Himmat Singh & ors. vs. ICI India Ltd. and ors. and copy of decision of the Division Bench of our Hon'ble High Court in Writ Petition No. 1105 of 2006 in the case of Vimalal Hamal Ekta Sanghathana vs. Union of India and ors. However, these citations are not on the point involved in the reference.

14. If we consider all discussed above coupled with the case made out by both, I conclude that, the so called employees involved in the Reference cannot be called as 'workmen' of the 1st Party and employees of it and as such they are not entitled to get any relief. So I answer these points to that effect and pass the following order :

ORDER

Reference is rejected with no order as to its costs.

A. A. LAD, Presiding Officer

Bombay,
9th April, 2009.

नई दिल्ली, 2 जून, 2009

का.आ. 1761.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ.एन.जी.सी., लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या क.सं.-सी.जी.आई.टी.-2/2/2006 इन संदर्भ सं.-सीजीआईटी-2/10/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-6-2009 को प्राप्त हुआ था।

[सं. एल-30025/3/2009-आईआर (एम)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 2nd June, 2009

S.O. 1761.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Comp. No. CGIT-2/2/2006 in Ref. No. CGIT-2/10/2003) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of ONGC Ltd. and their workman, which was received by the Central Government on 2-6-2009.

[No. L-30025/3/2009-IR (M)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II AT MUMBAI

Present : A. A. Lad, Presiding Officer

Complaint No. CGIT-2/2 of 2006

In Reference No. CGIT-2/10 of 2003

1. Anant Sitaram Bhosale,
2. Santosh Anant Bhosale
Both residing at D-103,
Guruprem Housing Society Complex,
Plot 25, Sector 4, Kalamboli,
Navi Mumbai-400 704.

.... Complainants

V/s.

Oil and Natural Gas Corporation Ltd.,
NSE Building, Bandra Kurla Complex,
"Technopolis Knowledge Park,
Bandra (East), Mumbai-400 051.

.... Respondents

APPEARANCE

For the Complainants : Mr. J. S. Sawant, Advocate.

For the Respondents : Mr. G. D. Talreja, Representative.

Date of reserving the Award : 14-11-2008.

Date of passing the Award : 6-4-2009.

Complaint under Section 33-A of the Industrial Disputes Act, 1947.

AWARD

1. The Complainants Bhosales i.e. Anant Sitaram Bhosale and Santosh Anant Bhosale abovenamed who are father and son respectively state that, they are workmen of the Respondents i.e., Oil and Natural Gas Corporation Ltd. Complainants state that, Reference was sent by the Labour Ministry, Government of India, New Delhi which was numbered as CGIT-2/10 of 2003 and the same is pending before this Tribunal for adjudication regarding demand of Complainants.

2. According to Complainants-Respondents have contravened the provisions made under Section 33 of Industrial Disputes Act, 1947 and have altered the service conditions of the Complainants during the pendency of the proceedings by refusing them work, wages and consequential benefits w.e.f. 3-10-2005 and 31-10-2005 respectively. Since they have committed breach of the provisions made under Section 33 of the Industrial Disputes Act, 1947 Respondents are liable to be punished as provided under Section 31 of the Industrial Disputes Act, 1947. Even Respondents in utter disregard to the provisions made under Section 33 of the Industrial Disputes Act, 1947, in violation of principles of natural justice, by way of discrimination have deprived the Complainants of their work, wages and consequential reliefs with effect from the above dates. In this situation it is necessary to hold and declare that, the Respondents viz. Oil and Natural Gas Corporation Ltd. have contravened the provisions made under Section 33 of the Industrial Disputes Act, 1947 by refusing work, wages and consequential benefits to the Complainants w.e.f. 3-10-2005 and 31-10-2005 respectively. Complainants also pray to direct Respondents to make the payment of wages to the Complainants from the above dates.

3. This is disputed by the Respondents by filing written statement at Exhibit 6 making out the case that, the prayer of the Applicants is not maintainable on facts as well as in law. It is stated that, the Complainants are not 'workmen' within the meaning of Section 2(s) of the Industrial Disputes Act, 1947. It is contended that, the Respondents are not the employers of these Complainants and there is no relationship between them. It is contended that, the status of the Complainants is yet to be decided in a Reference No. CGIT-2/10 of 2003 which is pending before this Tribunal. It is stated that, these Complainants cannot seek any relief and cannot get any benefit of it. It is stated that, these Complainants are facing criminal trial since charged for offence of murder under Section 302 r/w Section 34 and Section 498-A of the IPC. Even they were

arrested on 22-8-2005 by Raigad Police and released on bail on 28-9-2005 and 25-10-2005 respectively. It is contended that, said arrest was not informed by them to the Respondents. It is stated that, the prayer of the Complainant is vague and it cannot be considered. It is stated that, the provisions of Section 33-A of the Industrial Disputes Act, 1947 are not applicable to this Complaint. It is contended that, these Complainants were engaged by an independent Contractor to work in the establishment of the Respondents Company. It is further contended by the Respondents that, the Petroleum Employees Union and General Employees Union filed 2 Writ Petitions viz. Writ Petition No. 401 of 1996 and 1240 of 1996 where they prayed to treat them as regular employees of the Respondent Corporation. While deciding the said Writ Petitions, Hon'ble, Bombay High Court directed Respondents-Company not to engage the Contract Labour in respect of the jobs covered by the Notification dated 8th September, 1994 w.e.f. 1st April, 1997. It was also directed by the Hon'ble High Court to determine the complement of different categories of workmen mentioned in the notification dated 8th September, 1994. It was also directed to absorb those workmen as regular workmen in the employment of the Respondents Co. and upon absorption in the service of Respondents Co. the concerned workmen shall be extended all employment and condition of service as are applicable to workmen of corresponding departments of Respondents Co. and if any workmen from amongst the existing contract labour are found surplus to the requirements in any category, the Respondents Company shall discharge such workmen after complying with the provisions of Chapter V-B of the Industrial Disputes Act, 1947. Said was challenged by Respondents-Co. by filing Appeals being Appeal No. 1285 of 1996 and 1286 of 1996. Even both Unions filed Appeals being Nos. 243 of 1997 and 244 of 1997. Said appeals were admitted and the Division Bench of the Hon'ble Bombay High Court passed Interim Order on 20th January, 1997 directing ONGC to treat the concerned workmen who were in their service on the date of interim order passed by the Learned Single Judge, as their direct employee from the date of judgment. It is also contended by the Respondents that, the appeals filed by ONGC were also admitted by the Division Bench of Hon'ble High Court, Bombay on 19.6.1997 and the Division Bench also directed ONGC not to terminate the services of any employee except on a ground permissible under the Industrial Disputes Act for misconduct. Meanwhile ONGC was required to terminate the Contracts entered between the ONGC and the concerned contractors under which they were engaged in the purported 13 prohibited categories and treat the said contract workers as direct employees as contemplated in the Interim Order. Appeals filed by ONGC were decided by the Division Bench of the Hon'ble Bombay High Court directing there is need to make Reference regarding dispute raised by the Union. Against that, ONGC approached Hon'ble Supreme Court

by way of filing two separate SLPs being SLP No. 4354 of 2003 and SLP No. 4355 of 2003. In the meanwhile Appeals filed by Union came up for hearing before Division Bench and the same were dismissed and all orders including interim order passed was set aside. So against the said decision Union filed SLP before Apex Court and while disposing of the said SLP Apex Court observed :

“Whether the employees were absorbed and as such continued pursuant to the Order of High Court referred to above is a question of fact which cannot be gone into by this Court. We, therefore, consider it appropriate to leave the issue open, to be decided by the Industrial adjudicator, for that purpose we direct the Respondent Corporation to maintain the status quo as of today, for the period of 3 months.”

4. According to ONGC all the contractors involved in Writ Petition No.401 of 1996 and 1240 of 1996 were independent contractors and employers by themselves, paid wages to their workmen, supervised their work, paid advances against their wages, marked their attendance. The Division Bench of Hon'ble Bombay High Court by its order dated 19-11-2005 in Appeal No.173 of 1997 in Writ Petition No. 2244 of 1997 inter alia held that, order and judgment of Ld. Single Judge dated 31st August, 1996 directing absorption of Contract Workmen has not attained finality since Appeal against the order of Ld. Single Judge was pending. So according to ONGC contracts are genuine and these Complainants -workmen are contract employees.

5. It is further stated that, the concerned workman-Complainant Santosh A. Bhosale is working as direct employee in Electronics and Telecommunications Department of ONGC and drawing salary of Rs. 8918 per month. Whereas Anant B. Bhosale, his son was working as a direct employee in Fire Section of the Respondents and drawing salary of Rs.8919 per month. They are designated as Supervisor and cannot be called as workmen. Since both remained absent and away from work as a result of their arrest and they were charge sheeted under Section 302 and 498A r/w Section 34 of I.P.C. They are not eligible to be continued in the employment of ONGC and they did not inform about their arrest and the incident in which they were arrested. So it is prayed that, the prayers of these Complainants require to reject since they did not deserve to get it.

6. No rejoinder is filed by the Complainants.

7. In view of the above pleadings following points arise for my consideration which I reply as under :

POINTS

FINDINGS

(1) Whether these Complainants are entitled for reliefs as sought?

No

(2) What order?

As per order passed below.

REASONS :

8. By this Complaint both Complainants pray to direct Respondents to pay them wages and other benefits with effect from 3-10-2005 and 31-10-2005 respectively and treat them as employees of the Respondents. Whereas case of the Respondents is that, they are contract employees. Besides the basic salary of these employees is Rs. 8918 hence they are not workmen. They are not employees of ONGC. They work on the post of Supervisor. Besides remained they absent without Informing reasons of their absenteeism.

9. To prove that, Complainant relied on the affidavit of Anant Sitaram Bhosale, in lieu of the examination-in-chief, at Exhibit 8 where he states that, the Respondents have contravened the provisions of Section 33 of Industrial Disputes Act, 1947 and pray to direct the Respondents to give them wages, payment and consequential benefits thereof with effect from 3-10-2005 and 31-10-2005 respectively. In the cross this Complainant admits that, he was working as a Fire Supervisor and his son is working as a Telephone Operator with Respondents. He states that, 5 persons are working under him. He states that, their service conditions and service conditions of Respondents' employees are different. He admits that, he was arrested by Raigad Police on account of death of his daughter-in-law. He admits that, he had not informed Respondents about his arrest. On that Complainant closed evidence by filing purshis at Exhibit 9A.

10. Against that, Management examined Kandamaprampill Sebastian Xavier, and filed his affidavit at Exhibit 9, in lieu of his examination-in-chief, who narrates all the pleadings taken by the Respondents in reply. In the cross he admits that, these workers were not paid wages when they were terminated. Then another witness Nathu Sakham Khade is examined by Management and filed his affidavit at Exhibit 10 in lieu of examination-in-chief who states that, Anant Sitaram Bhosale was direct employee of the Respondents. He used to supervise the work of the workmen who were working under him. About Santosh A. Bhosale and Anant S Bhosale he states that, they remained absent from 22-8-2005 as they were arrested and released on bail on 28-9-2005. They did not inform about their arrest and the cause behind their absenteeism. In the cross this witness states that, these Complainants are getting wages directly from ONGC. He admits that both these Complainants were requesting ONGC to take them in the employment. That means they were working as employees of ONGC. On that ONGC closed its evidence and field closing purshis at Exhibit 11.

11. Written arguments are submitted by Complainants at Exhibit 14 which were replied orally by the ONGC's Advocate.

12. In the arguments ONGC made out the case that, these workers are not workmen of ONGC. However,

Reference about their relationship is pending and unless and until that is decided by deciding Reference, they cannot seek any relief by this type of Complaint. It is stated that, the service conditions of the employees of ONGC are different than those of the Complainants. These Complainants are contract workers and relying on that, their services were terminated. Unless and until they are reinstated they cannot claim any relief.

13. Here it is important to note that, Reference CGIR-2/10 of 2003 is pending before this Tribunal. The case made out by the ONGC is that, they are not employers of these Complainants and it is a matter of record that, the said Reference is yet to decide. In the Complaint Complainants say that, ONGC has violated the provisions of Section 33 of the Industrial Disputes Act, 1947. However, no specific case is made out by the Complainants regarding violation of the provisions of Section 33(2)(a) of the Industrial Disputes Act, 1947. It is not stated as to why they have filed this Complaint. They state that, they are entitled for work and wages and consequential benefits w.e.f. 3-10-2005 and 31-10-2005 respectively. However, it is not explained as to how they are entitled for work, wages and consequential reliefs unless and until Reference is CGIT - 2/10 of 2003 is adjudicated and decided.

14. ONGC's stand that, these Complainants were supervisor and they were not from the category of 'workmen'. Besides ONGC denied these their relations with these Complainants in the Reference. Unless and until their relations and status is decided and unless and until they establish their relations with ONGC and thereby succeed in showing it, in my considered view, under the provisions of Section 33(A) they are not entitled for any relief. Section 33(A) expects:

"Special provision for adjudication as to whether conditions of service etc. changed during pendency of proceedings: Where an employer contravenes the provisions of Section 33 during the pendency of proceedings (before a conciliation officer, Board, an arbitrator, a Labour Court, Tribunal, or National Tribunal) any employee aggrieved by such contravention, may make a complaint in writing (in the prescribed manner)."

15. No case is made out by these Complainants regarding matter connected with the dispute raised by these Complainants. In fact these workmen were arrested but they did not inform that fact to the Respondents/ONGC. In fact they were working as Supervisor and moreover it is the case of the Respondents that, they are contract employees and not employees of ONGC. It is a matter of record that, Reference is pending and unless and until Complainants establish their relations they cannot get any relief.

16. Besides in the Reference prayer is there for payment of wages and if these workers succeed in showing

their relations with ONGC and succeed in proving their grievance which they have taken in this Complaint, it will be considered while deciding Reference. In my considered view these Complainants at present are not entitled for the reliefs as prayed in this Complaint. So I answer this point to that effect and passing the following order:

ORDER

Complaint is dismissed with no order as to its costs Bombay,

6th April, 2009.

A. A. LAD, Presiding Officer

नई दिल्ली, 3 जून, 2009

का.आ. 1762.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एसजीबी के माईन्स ऑफ उड़ीसा माईनिंग का. लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय भुवनेश्वर के पंचाट (संदर्भ संख्या 394/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2009 को प्राप्त हुआ था।

[सं. एल-29011/24/2001-आईआर (एम)]

राजिन्द्र कुमार, डेस्क अधिकारी

New Delhi, the 3rd June, 2009

S.O. 1762.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 394/2001) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SGBK Mines of Orissa Mining Corp. Ltd. and their workman, which was received by the Central Government on 3-6-2009.

[No. L-29011/24/2001-IR (M)]

RAJINDER KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESHWAR

Present : Shri N.K.R. Mohapatra, Presiding Officer

Industrial Dispute Case No. 394/2001

Date of Passing Award-16th April, 2009

BETWEEN

The Management of the General Manager,
Orissa Mining Corporation Limited,
P.O. Barbil, Distt. Keonjhar. ... 1st party-Management

And

Their workman Shri Abhiram Behara, represented Through
the General Secretary, Keonjhar Mines Mazdoor Union,
P.O. Guruda, Distt. Keonjhar-758034. ... 2nd Party Union.

APPEARANCES

M/s. S.L. Pattnaik, Advocate ... For the 1st Party
Management

M/s. D. Mahanta, Advocate ... For the 2nd Party Union

AWARD

The Government of India in the Ministry of Labour, in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Dispute Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29011/24/2001-IR(M), dated 25-5-2001.

"Whether the action of the Management of SGBK Mines of Orissa Mining Corporation Limited, Barbil by non-correcting the date of birth of Shri Abhiram Behara as on 19-7-1948 as per the School Leaving certificate issued by their own managed school is justified? If not, what relief the workman is entitled to?"

2. This reference is the outcome of an Industrial Dispute raised by the 2nd Party Union challenging the retirement date of one Shri Abhiram Behara an employee of Management No. 1.

3. According to the Union, the workman Shri Behara initially joined as a Mazdoor under erstwhile Management, M/s. Sirajuddin & Co. in SGBK Mines. After the said company was taken over by the present Management of Orissa Mining Corporation in 1982 the workman continued under the later company (OMC) as before and he was regularized as a Khalasi against a cadre post in 1987 as per the order of the Hon'ble High Court of Orissa in O.J.C. 1923/93. It is alleged by the Union that at the time of regularisation as a Khalasi the workman produced the School leaving certificate in support of his actual age but the Management without considering the same issued a retirement notice dated 3-2-2000 to make him retire with effect from 31-7-2000. As the retirement age was assessed on the basis of entries available in the "B" Register which was maintained irregularly the workman through its Union raised an Industrial Dispute before the Asst. Labour Commissioner (Central) resulting in the present reference.

4. In reply to the above it is contended by the Management that at the time of taking over of the mines from the Ex-Lessee, M/s. Sirajuddin & Co. in June 1982, the Bio Data of all the employees were recorded in Form-B register as per the entries available in a similar register of the Ex-Lessee and it was authenticated by the disputant through his Union, the Barbil Zone Mining and Transport Workers Union which was operating in the mine at that time. As according to the said entry the workman was aged 42 years by the time he joined under Ex-Lessee on 18-6-1982 his date of birth was accordingly fixed in July 1940 as per Standing Order and was made to retire on 31-7-2000 on

his attaining superannuation age of 60. It is further contended by the Management that during his service period the disputant had never produced his School leaving certificate in support of his age and that such certificate was only produced during conciliation proceeding on 19-10-2000. It is further claimed by the Management that such a claim challenging the retirement age having been made by the workman after receipt of the retirement notice, the same is tainted with ulterior motive and as such not maintainable.

5. On the basis of above pleading on the parties the following issues were made.

ISSUES

1. Whether the action of the Management of S.G.B.K. Mines of Orissa Mining Corporation Limited, Barbil, by non-correcting the date of birth of Shri Abhiram Behara as on 19-7-1948 as per the School Leaving Certificate issued by their own managed school is justified?

2. If not, what relief the workman is entitled to?

6. To prove its case the Union examined the disputant as W.W.-1 by producing his School leaving certificate, Ext.-1. The Management on the other hand examined one of its officer as M.W.-1 and produced documents marked as Exts.-A to E.

FINDINGS**ISSUE NOS. 1 & 2**

7. These issues are taken up together as they are inter-linked.

Admittedly the disputant was an employee under the erstwhile Management of M/s Sirajuddin & Co. and after it was taken over by the present Management of Orissa Mining Corporation on 18-6-1982 he used to continue in service under the latter till his alleged date of superannuation on 31-7-2000 at the age of 60. Ext.-A is the "B" Register maintained by the Management on the basis of information available in a similar register of the erstwhile M/s. Sirajuddin & Co. [The evidence of the Management shows that necessary entries in that "B" Register (Ext.-A) was made, this shows that the workman was aged 42 years by the time he entered the job on 18-6-1982]. The workman admits to have signed in "B" Register (Ext.-A) when it was prepared. He also admits to have signed in the "B" Register maintained by the erstwhile Management. Ext.-B is the medical examination report of the disputant conducted under Rule 29-B of the Standing Order. This also indicates that by the time the Doctor examined him he was appearing to be aged about 57 by 15-10-1999. Ext.-C the nomination and declaration form submitted by the disputant to the Provident Fund Commissioner shows that he was aged about 57 years by August 1997. It is admitted by the

disputant during trial that the various particulars furnished in that form was made as per his own saving. Thus the aforesaid facts show that the disputant was aged about 42 year/by the time he entered in service on 18-6-1982 as recorded in "B" Register (Ext.-A).

8. It is deposed by the disputant that at the time of his permanency in the non-permanent category in 1987 he had produced his school leaving certificate (Ext.-1) in support of his exact date of birth but the Management in ignorance of the same had recorded his age to be 42 years as on 18-6-1982 in the "B" Register marked as Ext.-A. But such of the evidence of the workman does not inspire any confidence as his purported school leaving certificate (Ext.-1) Appears to have been issued to him in as late on 20-8-1993. This otherwise gives rise to the inference that this Ext.-1 is a created document and his claim that he had produced the same before the Management in 1987 in support of the exact date of birth is nothing but a smoke ball.

9. Thus after going through the evidence adduced by both parties and on perusal of the various documents filed by them I am of the confirmed view that the stand taken by the workman is a deliberate attempt to get illegal benefits. His raising of an Industrial Dispute at the fag end of his service carrier further smells fishy and as such he deserves no consideration.

10. Accordingly the reference is answered.

N.K.R. MOHAPATRA, Presiding Officer

List of witnesses examined on behalf of the 2nd party-union

W.W.-1—Shri Abhiram Behara.

List of Documents exhibited on behalf of the 2nd party-union

Ext.-I—Xeros copy of school leaving certificate.

List of Documents exhibited on behalf of the 1st party-Management

M.W.-1—Shri Subas Chandra Panda.

List of Documents exhibited on behalf of the 1st party-Management

Ext.-A—Xerox copy of Register of Employees.

Ext.-B—Form-O-Report of medical examination under Rule 29-B.

Ext.-C—Nomination and Declaration Form Part-A (EPF).

Ext.-C/1—Letter of the PFC dated 19-12-2007.

Ext.-D—Tripartite settlement dated 23-5-2000.

Ext.-E—Copy of letter dated 26-5-2001 of General Secretary K.M.M.U. (AITUC).